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AGREEMENT FOR MUTUAL AID IN
DISASTER ASSISTANCE

STATE OF TEXAS

COUNTY OF GALVESTON

THIS AGREEMENT is entered into this 4th day of March, 2003 by and between the undersigned municipal corporations, political subdivisions, and public entities, and others executing identical counterparts hereto, as parties hereto, each acting through its duly authorized officials.

WITNESSETH:

WHEREAS, both natural and man made disasters consistently pose equipment and manpower problems beyond the capacity of most individual cities and counties, and

WHEREAS, in the past, cities and counties in the North Central Texas Council of Governments area have provided assistance to other cities in the form of personnel and equipment both during the initial emergency as well as protracted cleanup periods, and

WHEREAS, a formal agreement between the cities and the counties would allow for better coordination of this effort, provide that adequate equipment is available, and help ensure that this is accomplished in the minimum time possible, and

WHEREAS, the governing officials of the entities who have executed this Agreement or identical counterparts, political subdivisions and public entities of the State of Texas and the United States of America, collectively desire to secure for each such entity the benefits of mutual aid and protection of life and property in the event of a disaster;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That upon request of the City Manager or the person or officer designated by the entity, each entity which is a party hereto shall furnish mutual aid in coping with a disaster as defined in Section 418.004 of the Texas Government Code and the forces necessary to provide such mutual aid to a requesting entity or entities, during a state of local disaster as declared by the requesting entity, subject to the conditions hereinafter stated.

2. The provisions of this agreement are activated whenever any party declares a local disaster. The governing body of each party, by signing this agreement, authorizes the provisions of assistance upon a declaration of a local disaster.

3. Any furnishing of equipment, supplies, and forces pursuant to this Agreement is subject to the following conditions:

a. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested shall specify the location to which the equipment and personnel are to be dispatched, and shall state the time period for which such equipment and personnel are requested. The entity furnishing aid hereunder shall in its sole discretion, determine what equipment and personnel are available to furnish the requested aid.

b. The responding entity shall report to the officer in charge of the requesting entity's forces at the location to which the equipment and personnel are dispatched.

c. A responding entity shall be released by the requesting entity when the services of the responding entity are no longer required or when the officer in charge of the responding entity's forces determines, in his sole discretion, that further assistance should not be provided.

4. Each entity which is a party hereto shall prepare and keep current an emergency management plan for its jurisdiction providing for disaster preparedness, response, recovery, and rehabilitation. The plan may provide for wage, price, and rent controls and other economic stabilization methods in the event of a disaster and shall provide for curfews, blockades, and limitations on utility use in an area affected by a disaster. It shall provide rules governing entrance to and exit from the affected area, and other security measures deemed necessary.

5. The County of Galveston will act as the coordinating agency for mutual aid responses under this Agreement. Such coordination shall be through the Emergency Operations Center of the County of Galveston (EOC). As part of its duties as coordinating agency, the County of Galveston, EOC shall maintain a current listing of all parties to this agreement. Such listing shall include personnel to be contacted in each member city, appropriate telephone and facsimile numbers, and other information which would be needed in order to contact each member in the case of a response. In the event of a wide spread disaster affecting more than one entity which is a party hereto, the EOC shall coordinate the call-up and assignment of personnel and equipment to the affected areas.

6. Each entity waives all claims against the other entities which are 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 entity. Provided, however, that this waiver shall not apply in those cases in which the claim results from the failure of the requesting entity to accept responsibility for any civil liability for which the requesting entity is responsible as determined by the Interlocal Cooperation Act, Chapter 791 of the Government Code of Texas, and as it may be amended in the future.

7. A responding entity shall be reimbursed by the requesting entity for costs incurred pursuant to this Agreement in furnishing disaster assistance or 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 rights 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 entity where he or she is regularly employed. All wage and disability payments, except for these payments the requesting entity 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 entity in which the employee in question is regularly employed.

8. All equipment used by the responding entity in carrying out this Agreement will, during the time response services are being performed, be owned, leased, or rented, by it; and all personnel acting for the responding entity under this Agreement will, during the time response services are required, be paid by the responding entity. At all times while equipment and personnel of any responding entity are traveling to, from, or within the geographical limits of the requesting entity 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 responding entity. Further, such personnel shall be deemed to be engaged in a governmental function of their entity.

9. In the event that an individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties for the entity where regularly employed or volunteering and occurred within the jurisdiction of the entity where regularly employed or volunteering. The benefits described in this paragraph shall be supplied by the entity where the individual is regularly employed or volunteering. However, in situations where the requesting entity may be liable, in whole or in part for the payment of damages, then the requesting entity may intervene in such cause of action to protect its interests.

10. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other parties hereto.

11. This Agreement contains all commitments and agreements of the parties hereto as to mutual aid to be rendered during or in connection with the declaration of a local state of 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 entities may have heretofore contracted or hereafter contract with each other for mutual aid in disaster situations, and it is hereby agreed that this Agreement shall be subordinate to any such individual contract.

12. Each entity hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

13. The parties agree that this Agreement is entered into between the entities pursuant to the authority of Chapter 418 and Chapter 791 of the Government Code. The entities which are parties hereto agree that this Agreement is for the performance of governmental functions and services as described in Chapter 791.

14. In case on or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. To assist each other in the process of mutual aid response planning, each party hereto agrees to inform the other parties of all mutual aid agreements which each party has instituted with other municipalities, entities, counties, or other state or federal agencies.

16. This contract has been officially authorized by the governing body of each party hereto. Each entity which performs services or furnishes equipment pursuant to the terms of this Agreement shall do so with funds available from current revenues of the entity.

17. This Agreement shall be effective immediately upon the execution of a counterpart hereof by the authorized officer of each entity, and shall remain in full force and effect until terminated by one or more of the contracting entities, Notwithstanding the provisions hereof, any local government which is a party hereto may provide

emergency assistance to another local government as provided in Section 791.027 of the Texas Government Code.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity

James D. Yarbrough, County Judge
Galveston County, Texas

Roger R. Quiroga, Mayor
City of Galveston, Texas

James D. Yarbrough,
County Judge,
Galveston County, Texas

DATED: _____