

PANHANDLE REGION (TEXAS STATE PLANNING REGION 1) MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "**Agreement**") is made by and between the cities and counties of the Texas State Planning Region 1 (as designated by the Governor's Office) and for the purpose of this document referred to as the "**PRPC COG**" or "**COG**"), who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating party (the "**Parties**").

RECITALS

- A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
- B. 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 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.
- C. 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 as well as during recovery periods.
- D. 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.
- E. The Parties hereto 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) as amended and the Robert T. Stafford Disaster Relief and Emergency Assistance Act..
- F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 1.
- G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.
2. **Previous Agreement.** This Agreement replaces the previous Regional Mutual Aid Agreement created for Texas State Planning Region 1 in March 2004.
3. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.
4. **Definitions.**

"Civil emergency" means 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.

In accordance with Section 362.002, Texas Local Government Code, law enforcement *"assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the other county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority."*

"Declaration of Local Disaster" means an official statement issued by a jurisdiction's Emergency Management Director or his/her authorized designee to declare that a state of emergency exists in the jurisdiction, or part thereof, as a result of natural or man-caused conditions which may present severe threats to life and property of the residents therein.

"Disaster Assistance" means the provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and/or other related services, without limitation, during a disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, of 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, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" does not include ordinary emergencies, such as a small localized hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

“Disaster District Committee Chairman or DDC” means the Chairman of the region’s Disaster District. Disaster Districts are Texas’ regional emergency management organizations that serve as the initial source of state emergency assistance for local governments. The Chairman, who is the local Texas Highway Patrol commander, directs each District and will, when requested, facilitate the identification, mobilization, and deployment of personnel, equipment, supplies, and technical support in response to requests for emergency assistance from local governments.

“Incident Command System or ICS” means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a sub-component of NIMS.

“Incident Commander” means the person responsible for all aspects of an emergency response; including quickly developing incident objectives (incident action plans), managing all incident operations, application of resources as well as responsibility for all persons involved.

“Panhandle Multi-Agency Coordination Center or PMACC” means the organizational structure developed and managed by the PRPC’s Panhandle Regional Emergency Management Advisory Committee (PREMAC) to facilitate the filling of mutual aid resource and asset requests, to the extent possible, during large-scale emergencies or disasters in the Panhandle region. The MACC works in coordination with the DDC.

“Mutual Aid” means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.

“National Incident Management System or NIMS” means a system prescribed by Homeland Security Presidential Directive 5 to coordinate emergency preparedness and incident management among various federal, state, and local agencies. NIMS provides a uniform nationwide approach to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents no matter what the cause, size or complexity, including catastrophic acts of terrorism and disasters.

“Operational Period” means the period of time scheduled for the execution of a given set of operational actions such as those specified in the Incident Commander’s incident action plan.

“Requesting Party” means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.

“Responding Party” means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

“Unified Command” means an group that consists of the Incident Commanders from the various jurisdictions or organizations involved with a disaster response joining together to form a single command structure.

“WebEOC[®]” means a specific named web-enabled crisis information management system that allows for real-time information sharing. *WebEOC[®]* provides a method for expedient information exchange between organizations, within and across disciplines and geographic regions regarding the actual status of events as they are occurring.

- 5. Request for Assistance.** The request for assistance:
- a. will be made only after the Requesting Party's response assets and those assets available through the Requesting Party's local mutual aid agreements, if such other agreement(s) exist, have been fully committed to the emergency or disaster response;
 - b. will be made after a Declaration of Local Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code;
 - c. will be made by the highest ranking authority of the Requesting Party available at the time of need or as provided under sub-part e. below;
 - d. will be made to the highest ranking authority of the Responding Party available at the time of need or as provided under sub-part e. below;
 - e. may be made by the highest ranking authority of the Requesting Party to the DDC or to DDC's designated authorized representative who may in turn activate the PMACC to assist in filling the mutual aid request(s);
 - f. will specify to the greatest extent possible the location to which the resources are to be dispatched, the nature of the problem requiring assistance, the resources requested, and the specific time the resources will be needed;
 - g. may be made verbally or in writing; however, if a request is made verbally, it must be confirmed in writing as soon as practical thereafter the verbal request is made; and
 - h. should, when made in writing or later confirmed in writing, to the extent technically possible, utilize the State of Texas Assistance Request (STAR) form found in *WebEOC*® to document the request.

5b. Response to Request for Assistance.

Notwithstanding anything in this Agreement, the decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and to what extent the Responding Party's resources are available and should be provided and subject to availability that does not disrupt proper service to its own jurisdiction.

- 6. Parties' 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 Texas Division of Emergency Management.
- 7. Emergency Management Director.** The County Judge of each county or 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 presiding officer of the political subdivision for emergency management purposes.

8. Incident Command.

- (a) Each Party will have an incident command system in place. The Requesting Party will designate an Incident Commander.

Resources provided by the Responding Party will be under the direction of the Requesting Party's Incident Commander, unless the Incident Commander based on the facts and conditions at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other valid reason. In order to realize maximum effectiveness, it is the intention of the Parties that to the extent possible, responses will be made under a unified command with the highest degree of coordination possible under the circumstances.

- (b) The Incident Commander of the Responding Party shall report to the Requesting Party's Incident Commander at the location to which the mutual aid resources are dispatched.
- (c) A Responding Party shall be released by the Incident Commander when the services of the Responding Entity are no longer required or when the officer in charge of the Responding Party's forces determines, in the officer's sole discretion, that further assistance should no longer be provided.
- (d) Responding personnel must meet the minimum standards for their position as established by their jurisdiction.
- (e) If there is a conflict between the operating procedures and professional standards of the Responding Party and the Requesting Party, the operating procedures and professional standards of the Responding Party will control the use of the Responding Party's assets and personnel.

- 9. Training and Exercises.** The Parties will ensure that their personnel and appropriate officials are properly trained in ICS and NIMS and will endeavor to actively participate in multi-jurisdictional training exercises and drills for the type of emergency response situations which may result in a request under this Agreement.

- 10. Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in disaster response situations.

Notwithstanding the foregoing, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. 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.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, 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, rural fire prevention district, 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.

11. Responsibility for Response Costs. The Parties to this Agreement concur that the Requesting Party shall not be required to reimburse a Responding Party for response costs incurred during the first 12-hour Operational Period. The Requesting Party will be required to reimburse for response services delivered by the Responding Party after the first Operational Period. For the purpose of this Agreement an Operational Period begins when the Responding Party checks in at the scene of operation and ends when the Responding Party is released by the Incident Commander or leaves the scene of its own volition (per Paragraph 8, Sub-part (c) above).

If a Responding Party has not been released by the Requesting Party's Incident Commander and incurs costs beyond the first Operational Period, the Requesting Party will make reimbursement as soon as practical thereafter following the receipt of a claim by the Responding Party. The claim may include documented costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation incurred in providing the mutual aid assistance requested by the Requesting Party.

If after 90 days from the receipt of said claim, reimbursement has not been made then, the Responding Party may contact the Requesting Party to work out a mutually-agreeable payment schedule for settling the claim. In the event of a dispute regarding a request for reimbursement, both parties agree to submit the matter to mediation using a mediator acceptable to both parties.

Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

Agencies or organizations that self-deploy to an emergency or disaster scene, without having been requested by the Requesting Party in accordance with Paragraph 5 above, will not be eligible for reimbursement; regardless of the amount of time spent at the scene. Self-deploying agencies or organizations may be instructed by the Incident Commander to leave the scene.

12. **Participation Notice.** Each Party shall notify the PRPC COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
13. **Administrative Services.** The PRPC COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, in a routine, timely manner, with a current list of contact information for each Party.
14. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.
15. **Adjacent County Participation.** Jurisdictions and agencies in counties adjacent to but outside of Texas State Planning Region 1, including those in Oklahoma and New Mexico that have traditionally exchanged mutual aid with jurisdictions and agencies inside Texas State Planning Region 1 may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.
16. **Inventory and Database.** A database of mutual aid resources available for response under this Agreement will be managed and maintained by the COG and made accessible to the participating Parties on a timely basis. The PRPC COG has developed a web-based asset management system, called the Panhandle Area Regional Information System or PARIS, which now enables each Party to register and manage their own response asset information either for their sole benefit and/or for the benefit of other Parties in times of emergency or disaster. PARIS is used to support the mutual aid resource request-filling functions of the PMACC and the more complete and current the PARIS database, the more effective the PMACC can be in fulfilling mutual aid requests. As such, all Parties to this Agreement are strongly encouraged to maintain their mutual aid response asset information in PARIS. The PRPC COG will ensure that periodic reminders are sent to the Parties to prompt them to update their information, place any new resource information into PARIS, and take other actions reasonably necessary to ensure the accessibility of the information. The PARIS mutual aid resource information will be restricted for use solely by the current Parties participating in this Agreement.
17. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.
18. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
19. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

- 20. Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
- 21. Civil Liability to Third Parties.** Each Responding Party and Requesting Party will be responsible for any civil liability for its own actions and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
- 22. Waiver of Claims Against Parties; Immunity Retained.** The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.
- 23. Insurance.** To the extent possible, each Party under this Agreement will maintain the following insurance coverages at the appropriate levels:
- (a) Worker's 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.
- 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 of actions 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 and Public Official's liability insurance, if applicable, or maintain a comparable self-insurance program.
- 24. Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering 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 of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
- 25. 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.

26. **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 Paragraph 17 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) 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.
27. **Maintenance and Review of the Agreement.** With PRPC Administrative Regulation #36, the PRPC Board of Directors has charged the Panhandle Regional Emergency Management Advisory Committee (PREMAC) with providing "*general direction to foster the development and maintenance of a region-wide system of Mutual Aid*". The PREMAC will review this Agreement at least every five years, from the date of its adoption by the PRPC Board, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the PREMAC will be presented to the PRPC Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 17.
28. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.
29. **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 Interlocal Cooperation Act.
30. **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. 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 6 above.
31. **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.
32. **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.

33. **Representation of Authority.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
34. **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.
35. **Captions.** Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

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RESOLUTION NO. _____

A RESOLUTION BY THE _____ OF THE _____, TEXAS, AUTHORIZING THE _____ 'S PARTICIPATION IN THE PANHANDLE REGION (TEXAS STATE PLANNING REGION 1) REGIONAL MUTUAL AID AGREEMENT AND DESIGNATING THE _____ TO SERVE AS THE _____ 'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE _____ 'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, the _____ is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the _____ 's residents and their property; and

WHEREAS, in the event of a large-scale disaster, the _____ could be faced with a situation that exceeds its capacity to effectively respond to the incident thereby placing residents and their property at greater risk; and

WHEREAS, this same limitation impacts localities across the Texas Panhandle; and

WHEREAS, it would benefit the _____, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher, more appropriate level of response; and

WHEREAS, the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among the localities of the region, as needed and available, to afford all residents of the Panhandle a greater degree of protection; and

WHEREAS, the _____ finds that it is in the best interest of its residents to participate in the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

NOW THEREFORE, be it resolved by the _____ of the _____, Texas, that:

1. The _____ is hereby authorized to join itself as a party to the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.
2. The _____, as the _____ 's Emergency Management Director, is designated to serve as the _____ 's Chief Representative in all matters pertaining to its participation in this Agreement.
3. The _____ agrees to abide by the terms of this Agreement insomuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS _____ DAY OF _____, 2014.

Name/Title (Chief Elected Official)
Name of Jurisdiction, Texas

ATTEST:

Name/Title (of Attester)
Name of Jurisdiction, Texas

PARTICIPATION NOTIFICATION FORM

I hereby notify the Panhandle Regional Planning Commission, for its notification to its members, that the _____ has approved participation in the Updated Panhandle Region (Texas State Planning Region 1) Regional Mutual Aid Agreement, by resolution of its governing body, a true copy of which is attached and incorporated herein.

By: _____
Signature

Printed Name

Title

Date