

## INTER-JURISDICTIONAL MUTUAL AID AGREEMENT

State of Texas           §  
                                  §  
County of Harris       §

This Inter-Jurisdictional Mutual Aid Agreement (“Agreement”) is entered into as of the date last executed by the Parties by and between the **City of Houston, Texas**, a home-rule city principally situated in Harris County, Texas and the **City of San Antonio, Texas**, a home-rule city principally situated in Bexar County, Texas (individually, a “Party”, and collectively, the “Parties”).

WHEREAS, the Parties recognize the vulnerability of the people and communities located in their respective jurisdictions to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; 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 an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, 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 this Agreement to provide Mutual Aid consistent with the mutual aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

## Terms

### 1. RECITALS

The recitals set forth above are true and correct.

### 2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – This Inter-Jurisdictional Mutual Aid Agreement.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- c. Mutual Aid – A homeland security activity, such as an 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 and also includes personnel, equipment, and other resources.
- d. NIMS – The National Incident Management System.
- e. Point of Contact – The individual or individuals authorized by 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, in addition to those designated as the Point of Contact. Where the Party is the City of Houston, the Chief Executive Officer is the Mayor of the City of Houston.
- f. Requesting Party – The Party requesting Mutual Aid under this Agreement.
- g. Responding Party – The Party providing Mutual Aid assistance under this Agreement.

### 3. POINT OF CONTACT DESIGNATION

Each Party shall provide the other Party with written protocol by which its' designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall 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 this Agreement. Each Party must notify the other Party in writing of any change in its Point of Contact protocol as soon as practicable.

### 4. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to the Responding Party.

**5. INITIATION OF REQUEST**

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a finding of an Emergency as determined by the Point of Contact of the Requesting Party.

**6. PROCEDURES FOR REQUESTS**

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual aid shall not be requested by a Party unless it is directly related to the 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 the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
  - i. A general description of the Emergency and the damage or injury sustained or threatened;
  - ii. Identification of the general 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;
  - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
  - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
  - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and

equipment of any Responding Party at each location to which resources are dispatched.

7. **THE PROVISION OF MUTUAL AID**

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto shall furnish Mutual Aid in coping with an Emergency.

a. **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 to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

b. **Information Required of the Responding Party.**

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. **Supervision and Control.**

When providing assistance under the terms of this Agreement, the response effort, to the extent possible, should be organized and function in accordance with NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding 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 Responding Party; and, report work progress to the Requesting Party.

d. Food, Housing, and Self-Sufficiency.

Subject to Section 8, the Requesting Party shall have the responsibility of reimbursing costs incurred by Responding Party for food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

e. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body or chief executive officer to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

f. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

g. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

8. COSTS

All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours per Emergency shall be paid by the Responding Party and reimbursed by the Requesting Party at the actual and reasonable cost of the Responding Party's FEMA Eligible Reimbursable Expenses as defined below, to the extent permitted by law. Such reimbursable costs may include, but are not limited to: compensation for personnel; materials, operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. The Responding Party agrees that only the types of costs eligible under the FEMA

Mutual Aid Policy, as described in applicable federal statutes, regulations, and the Public Assistance and Program and Policy Guide (FP 104-009-2 / April 2017) as may be amended from time to time (“FEMA Eligible Reimbursable Expenses”), shall be submitted to, considered by or be eligible for reimbursement under this Agreement from the Requesting Party. Notwithstanding any other provision in this Agreement (i) the Requesting Party has no obligation under this Agreement to make any payment of any amount of money to the Responding Party in excess of the amount of the Responding Party’s actual and reasonable costs for FEMA Eligible Reimbursable Expenses, (ii) only funds actually received by the Requesting Party from the federal government for reimbursement of expenses in connection with the Emergency for which the Responding Party incurred costs shall be the source of any payment by the Requesting Party to the Responding Party, and (iii) the Requesting Party shall not issue or make payments to the Responding Party prior to the Requesting Party’s receipt of payment from the federal government in connection with the Emergency sufficient to pay the Responding Party’s actual and reasonable costs for FEMA Eligible Reimbursable Expenses. Requesting Party shall timely submit all documentation and information necessary to apply for FEMA reimbursement and shall notify Responding Party if there is any expected delay or deficiency in terms of applying for FEMA reimbursement. Both Parties acknowledge that Responding Party is considered a third-party beneficiary with respect to reimbursable costs from FEMA.

- a. The Responding Party must submit requests for reimbursement as soon as practicable but no later than sixty 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 Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each. The provision of Mutual Aid will be considered non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are eligible for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party. Provided the Responding Party has submitted a timely request for reimbursement in accordance with this Section, then the Requesting Party shall make payment

to the Responding Party for reimbursement requests that have been properly documented and approved by the Requesting Party's Point of Contact no later than ninety days after the Requesting Party receives reimbursement from the federal government.

**9. INSURANCE**

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be 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 Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

**10. WAIVER OF CLAIMS AGAINST PARTIES**

Each Party hereto waives claims 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 part by the gross negligence of an officer or employee of another Party.

**11. EXPENDING FUNDS**

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

**12. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE**

Notwithstanding any other provisions herein, either Party hereto may provide emergency assistance or law enforcement assistance to the other Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

**13. TERM**

This Agreement shall become effective as to each Party when approved and

executed by that Party and shall be binding on each Party through December 31 of the year signed. This Agreement shall automatically renew each successive calendar year until such time as a Party terminates its participation as set out in this Agreement.

**14. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.**

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is responsible for any civil liability that arises from the Responding Party's furnishing of services described in Section 791.006.

**15. LIABILITY UNDER INTERLOCAL CONTRACT**

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Responding Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement.

**16. ENTIRETY**

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into mutual aid agreements between the Parties are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Any Mutual Aid provided by either Party on or after August 24, 2017, is deemed to be provided under the terms of this Agreement.

**17. RATIFICATION**

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

**18. 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 those terms are defined in the Interlocal Cooperation Act.

**19. 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 shall 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.

**20. SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**21. 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.

**22. AMENDMENT**

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

**23. TERMINATION**

It is agreed 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.

**24. 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.

**25. NOTICES**

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.

**26. WARRANTY**

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

**27. IMMUNITY RETAINED**

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

**28. GOVERNING LAW AND VENUE**

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency 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 occurred. In the event of an Emergency 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.

**29. FORMS**

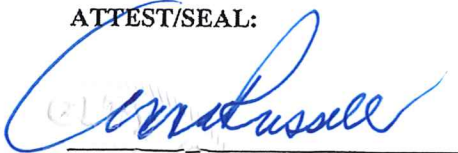
Either Party may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

**30. HEADINGS**

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

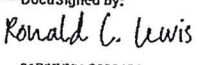
EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

ATTEST/SEAL:

  
\_\_\_\_\_  
City Secretary

CITY OF HOUSTON, TEXAS

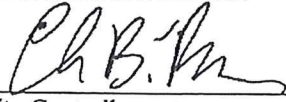
Signed by:

DocuSigned by:  
  
\_\_\_\_\_  
Ronald C. Lewis, City Attorney  
*For and with the permission of Sylvester Turner*  
Mayor

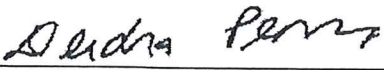
APPROVED:

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\_\_\_\_\_  
Chief Procurement Officer

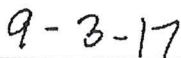
COUNTERSIGNED BY:

  
\_\_\_\_\_  
City Controller

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney

DATE COUNTERSIGNED:

  
\_\_\_\_\_

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.

**CITY OF SAN ANTONIO, TEXAS**

Signed by:

A handwritten signature in black ink, appearing to be 'MP', written over a horizontal line.

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Manny Pelaez  
Mayor Pro Tem  
Date: 09/02/2017