

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Fire

AGENDA DATE: _____

CONTACT PERSON/PHONE: Donald Berger 771-1009

DISTRICT(S) AFFECTED: All

SUBJECT:

Approve a resolution authorizing the Mayor to sign the Regional Mutual Aid Agreement. The agreement encompasses eighteen jurisdictions and one Indian Tribe. The jurisdictions are: Town of Anthony, Town of Vinton, City of El Paso, County of El Paso, Town of Horizon, City of Socorro, Town of Clint, County of Hudspeth, Dell City, County of Culberson, Town of Van Horn, County of Jeff Davis, City of Valentine, County of Presidio, City of Marfa, City of Presidio, County of Brewster, City of Alpine and Ysleta del Sur Pueblo Tribe. This agreement will allow the use of mutual aid during disasters and civil emergencies between the jurisdictions listed above.

BACKGROUND / DISCUSSION:

The State of Texas is mandating that jurisdictions and emergency response organizations have taken formal legal action to participate in a county-level or regional mutual aid program in order to receive state homeland security grants. The mayors and county judges have agreed to formulate a regional mutual aid program. The State will utilize mutual aid agreement information held by councils of government to determine if this criterion is met.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, City Council has allowed the Mayor to sign mutual aid agreements with Dona Ana County and the Department of Defense.

AMOUNT AND SOURCE OF FUNDING:

No funding required. Procedures for reimbursement are built into the agreement.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Kalvito R. Rivera
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to sign the Rio Grande Council of Government Mutual Aid Agreement with the Town of Anthony, Town of Vinton, City of El Paso, County of El Paso, Town of Horizon, City of Socorro, Town of Clint, County of Hudspeth, Dell City, County of Culberson, Town of Van Horn, County of Jeff Davis, City of Valentine, County of Presidio, City of Marfa, City of Presidio, County of Brewster, City of Alpine and Ysleta del Sur Pueblo Tribe pursuant to Section 418.101 of the Texas Government Code to provide for mutual assistance in managing any emergency or disaster.

ADOPTED this 17th day of October, 2006.

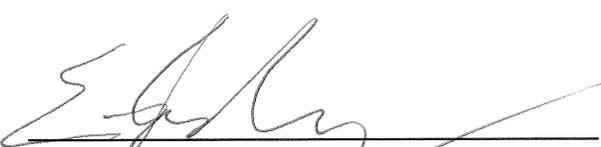
CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Ernesto Rodriguez
Assistant City Attorney

CITY OF EL PASO
RIO GRANDE COUNCIL OF GOVERNMENTS REGION
(TEXAS STATE PLANNING REGION 8)
06 OCT 12 PM 4:55
MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "**Agreement**") is made by and between the cities and counties (which include: City of El Paso, County of El Paso, Village of Vinton, Town of Anthony, Town of Horizon, City of Socorro, Town of Clint, Hudspeth County, City of Dell City, Culberson County, Town of Van Horn, Jeff Davis County, City of Valentine, Presidio County, City of Presidio, City of Marfa, Brewster County, and City of Alpine) of the Texas State Planning Region 8 (as designated by the Governor's Office) but not exclude the Ysleta del Sur Pueblo and for the purpose of this document referred to as the "**RGCOG**" 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 attacks of September 11, 2001, 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 cleanup 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 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), and Executive Order No. RP-12 by the Governor of the State of Texas (April 3, 2002).
- F. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that 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. **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.

2. **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 Governor's Division of Emergency Management.

3. **Scope of Authority.**

(a) Each Party will endeavor to provide mutual aid in the event of a disaster or civil emergency upon request from another Party. (The *requesting* Party is hereafter referred to as the "Requesting Party"; the *requested* Party as the "Assisting Party.")

"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.

(b) "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."

4. Request for Assistance.

The request for assistance will:

- a. be made only 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,
- b. be made by the highest ranking authority of the Requesting Party available at the time of need,
- c. be made to the highest ranking authority of the Assisting Party available at the time of need, and
- d. 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.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Assisting Party making the decision. The Assisting Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Assisting Party's resources are available and should be provided and subject to availability that does not disrupt proper service to its own jurisdiction.

5. Incident Command.

- (a) **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 in accordance with the guidelines outlined in the National Incident Management System. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize the medical protocols authorized by their medical director. 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, subject to reasonable notice to the Requesting Party.

- (b) Any Request for Assistance 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 Assisting Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.
- (c) The Commander of the Assisting Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.
- (d) A Assisting Party shall be released by the Requesting Party when the services of the Assisting Entity are no longer required or when the officer in charge of the Assisting Party's forces determines, in the officer's sole discretion, that further assistance should not be provided.
- (e) Assisting personnel must meet the minimum standards for their position as established by their jurisdiction.
- (f) If there is a conflict between the operating procedures and professional standards of the Assisting Party and the Requesting Party, the operating procedures and professional standards of the Assisting Party will control the use of the Assisting Party's assets and personnel.
- (g) Food, Housing, and Self Sufficiency: 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, the 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 their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

6. Training Exercises.

The Parties 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.

7. 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.

8. Responsibility for Response Costs.

All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Assisting Party and reimbursed by the Requesting Party at actual cost. Requests for reimbursement must be submitted as soon as practicable but in no event later than sixty (60) 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 Assisting Party not being reimbursed for the Mutual Aid provided unless Federal or State Government extends the deadline for filing requests for reimbursement. Such requests shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and un-reimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party must make the claim for the eligible costs of the Assisting Party on its sub-grant application and will disburse the federal share of funds to the Assisting Party. Reimbursement under this section will be made by the Requesting Party no later than: (1) one-hundred eighty (180) days after receipt of the request for reimbursement; or (2) ninety (90) days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner. The Parties hereto recognize that each benefits from the existence of this Mutual Aid Agreement and expect that each will both provide and receive critical aid over the life of the Agreement. The Assisting Party may assume in whole or in part any

costs associated with the provision of Mutual Aid or may loan or donate equipment or services to the Requesting Party without charge or cost.

9. Participation Notice.

Each Party shall notify the COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

10. Administrative Services.

The 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.

11. 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 COG Executive Director.

12. Inventory and Database.

A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the COG and disbursed to the Parties on a timely basis, at least every six months. The COG will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information. This inventory information will be restricted for use solely by the current Parties participating in this Agreement.

13. 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.

14. Not for Benefit of Third Parties.

This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit off any third party.

15. 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.

16. 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.

17. Civil Liability to Third Parties.

Each Assisting 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.

18. Waiver of Claims Against Parties; Immunity Retained.

Except as provided in Paragraph 8, 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.

19. 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.

20. Captions.

Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

21. 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.

22. 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.

23. 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 13 of this Agreement. Termination of 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, may be executed and acknowledged by facsimile and in multiple counterparts, each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

By: _____
Signature
The Honorable John Cook

Printed Name
Mayor, City of El Paso

Title

Date

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Ernesto Rodriguez
Assistant City Attorney

By: _____
Signature

The Honorable Dolores Briones

Printed Name

County Judge, El Paso County

Title

Date

By: _____

Signature

The Honorable Art Franco

Printed Name

Mayor, Town of Anthony

Title

Date

By: _____
Signature

The Honorable Madeline Praino

Printed Name

Mayor, Town of Vinton

Title

Date

By: _____
Signature

The Honorable Raymond Morales

Printed Name

Mayor, Town of Horizon

Title

Date

By: _____
Signature

_____ The Honorable Trinidad Lopez
Printed Name

_____ Mayor, City of Socorro
Title

_____ _____
Date

By: _____

Signature

The Honorable Dale Reinhardt

Printed Name

Mayor, Town of Clint

Title

Date

By: _____
Signature

The Honorable Becky Dean-Walker

Printed Name

County Judge, Hudspeth County

Title

Date

By: _____
Signature

The Honorable Pam Dean

Printed Name

Mayor, City of Dell City

Title

Date

By: _____

Signature

The Honorable John Conoly

Printed Name

County Judge, Culberson County

Title

Date

By: _____
Signature

_____ **The Honorable Okey D. Lucas** _____
Printed Name

_____ **Mayor, Town of Van Horn** _____
Title

_____ _____
Date

By: _____
Signature

The Honorable George Grubb

Printed Name

County Judge, Jeff Davis County

Title

Date

By: _____
Signature

The Honorable Jesus Calderon

Printed Name

Mayor, City of Valentine

Title

Date

By: _____
Signature

The Honorable Jerry C. Agan

Printed Name

County Judge, Presidio County

Title

Date

By: _____
Signature

The Honorable Alcee M. Tavaréz

Printed Name

Mayor, City of Presidio

Title

Date

By: _____

Signature

The Honorable David Lanman

Printed Name

Mayor, City of Marfa

Title

Date

By: _____

Signature

The Honorable Val Beard

Printed Name

County Judge, Brewster County

Title

Date

By: _____

Signature

The Honorable Mickey Clouse

Printed Name

Mayor, City of Alpine

Title

Date

By:

Signature

The Honorable Art Sinclair

Printed Name

Governor, Ysleta del Sur Pueblo

Title

Date