

STATE OF TEXAS

MUTUAL AID AGREEMENT

COUNTY OF JEFFERSON

WHEREAS, Chapter 751 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, Jefferson County, a political subdivision of the State of Texas, and Emergency Services District 4 (ESD4), a political subdivision of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the “providing jurisdiction” and the party receiving aid, hereinafter referred as the “receiving jurisdiction,”

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designee.
2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.
3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the providing jurisdiction, in full, for those expenses that relate directly to the services the providing jurisdiction rendered for the

requesting jurisdiction. In this regard it is understood that the receiving jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

4. The providing jurisdictions will maintain workers compensation coverage for its employees and, at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.
5. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the County. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.
6. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.
7. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.
8. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.
10. Requests for aid should be made to:

Jefferson County, Texas
Robert Grimm, Coordinator
Emergency Management Department
1149 Pearl St., First Floor
Beaumont, Texas 77701
409-835-8757

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Date: _____

Date: _____

Jefferson County, Texas

By: _____
Jeff R. Branick, County Judge

By: _____
Chief

ATTEST:

ATTEST:

By _____
County Clerk

By: _____