

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

**STATE OF TEXAS
COUNTY OF JACKSON**

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This **Mutual Aid Agreement** ("Agreement") is entered into by, between and among Jackson County Texas ("County") and the following incorporated cities: Edna, Ganado, and LaWard, all municipalities located within or partially with the County (collectively, "the Parties").

RECITALS

The Parties recognize the vulnerability of the people and communities located within the County 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; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural Disasters, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a Disaster and/or Civil Emergency; and

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 Chapter 362, Local Government Code; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by

law that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.
2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Interjurisdictional Mutual Aid Agreement, duly executed.
 - B. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.
 - C. **CIVIL EMERGENCY** - 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.
 - D. **DISASTER** - the occurrence or imminent threat of widespread or severe damage, injury, or 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, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring Emergency action.
 - E. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
 - F. **MUTUAL AID** - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.
 - G. **REQUESTING PARTY** - the Party requesting aid in the event of a Disaster or a Civil Emergency.
3. **PARTY'S EMERGENCY MANAGEMENT PLAN.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or 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 and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

4. EMERGENCY MANAGEMENT DIRECTOR. The County Judge of the County and the Mayor of each participating municipality in this Agreement shall each serve as the Emergency Management Director for his/her respective jurisdiction.

5. ACTIVATION OF AGREEMENT. This Agreement may be activated by the Emergency Management Director of the affected Party or the designee of the Emergency Management Director making a request for aid after he or she has made:

- (a) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code;
- (b) A finding of a state of Civil Emergency; or
- (c) The occurrence or imminent threat of an emergency such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether or not the local Disaster declaration or state of Civil Emergency is still active, until the services of the Assisting Party are no longer required.

6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Emergency Management Director or his or her designee may request Mutual Aid assistance by: (1) submitting a written Request for Assistance to an Assisting Party, or (2) orally communicating a request for Mutual Aid assistance to an Assisting Party, which shall be followed by a written request within 24 hours. Mutual Aid shall not be requested by a Party unless it is directly related to the Disaster or 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 resolution of the situation. All requests for Mutual Aid must be transmitted by the Emergency Management Director of the Requesting Party or by his or her designee.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Emergency Management Director of the Assisting Party or his or her designee and provide the necessary information as prescribed in Section 6.B. hereto.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the damage or injury sustained or threatened;
- 2) Identification of the 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;
- 3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and

5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Emergency Management Director of the Party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. Each Party shall render assistance to the extent personnel, equipment and resources are deemed available by the party from whom assistance is requested. No Party shall be required to provide Mutual Aid unless the providing party's Emergency Management Director determines that (1) the providing party has sufficient resources to do so based on current or anticipated events within its own jurisdiction and (2) the requesting party will be obligated and likely to provide reimbursement for the services provided.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY. An Emergency Management Director or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

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

This information may be provided on a form designed for this purpose or by any other available means.

E. 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 within an Incident Command System (ICS) or Unified Command System (UCS) format. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. 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.

F. **MUTUAL AID PLAN.** Each Party will develop a continuity of government plan which specifies those positions authorized to activate this Agreement.

G. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, 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, 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.

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

J. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. **SUMMARY REPORT:** Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

7. 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. The Assisting Party may submit requests for reimbursement at any time prior to a date **30** working days after the return of all personnel deployed under this Agreement. 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 unreimbursed costs, in providing aid under this Agreement.

8. **WORKERS COMPENSATION COVERAGE:** Each Party shall only be responsible for providing workers compensation coverage for its own permanent employees to the extent required by the Texas Workers' Compensation Act. The Requesting party shall **not** be obligated or expected to provide insurance for officers, employees, or agents of the Assisting Party. This agreement shall not require any party to provide insurance coverage for any person.

9. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. No Party waives or relinquishes any immunity or defense with respect to any third party on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

10. **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.

11. **TERM.** This Agreement shall become effective as to each Party on the date of signing and shall continue in force and remain binding on each and every Party for 12 months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties. Any Party may terminate this agreement on 10 days written notice to the other Party. Upon termination of this agreement, Requesting Party shall continue to be obligated to reimburse Assisting Party for services provided prior to termination. The record-keeping obligations of this agreement shall continue for three years after such termination.

12. **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 and/or Civil Emergency. 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 18 below.

13. **RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

14. **OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Civil Emergency and/or Disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to attempt to inform the

other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Notwithstanding the foregoing, the Parties acknowledge that a County may be a party to Mutual Aid agreements similar to this Agreement with other counties, which counties have Mutual Aid agreements with municipalities within their respective jurisdictions. The Parties hereto agree to consider providing Mutual Aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide Mutual Aid to the parties to this Agreement and only to the extent the requesting county or municipality agrees to reimbursement of the actual costs of providing Mutual Aid. Any Assisting Party may require additional indicia of intent to reimburse from any Requesting Party, with the nature and substance of such additional indicia to be at the discretion of the Assisting Party. In no event, may the resources of any entity be utilized by any other entity without the permission of the entity owning said resources, and nothing in this agreement will abrogate the right of any entity to deny the provision of any resources to any other entity.

15. 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, Texas Government Code Chapter 791.

16. 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.

17. 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.

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

19. TERMINATION. Any Party may at any time by resolution or notice given to the other Party decline to participate in the provision of Mutual Aid to that party. The chief elected official of a Party, which is a signatory hereto, shall give notice of termination of participation in this agreement to the designated party. Such termination shall become effective immediately upon the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

20. 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 any person or entity that has not signed this agreement.

21. NOTICE. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission as follows:

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

23. GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, exclusive venue for any lawsuit filed pursuant to this agreement shall lie in Jackson County, Texas, except to the extent mandatory venue lies elsewhere.

24. HEADINGS. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to 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, on the date specified on the multiple counterpart executed by such entity.

JACKSON COUNTY, TEXAS:

NAME: _____

DATE: _____

SIGNATURE: _____

COUNTY JUDGE

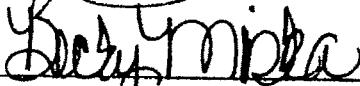
ATTEST: _____

County Clerk

CITY OF EDNA, TEXAS

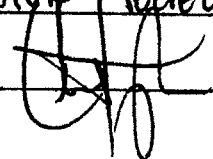
NAME: Joe D. Heemes DATE: 2/15/07


SIGNATURE: 

ATTEST:

CITY SECRETARY

CITY OF GANADO, TEXAS

NAME: CUNTON VEGELER, Mayor DATE: 2/13/07

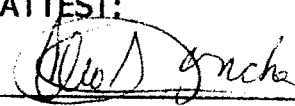
SIGNATURE: 

ATTEST:

CITY SECRETARY

CITY OF LAWARD, TEXAS

NAME: Jack B. Hunt DATE: 2/11/07

SIGNATURE: 

ATTEST:

CITY SECRETARY } Cleo Sanchez

Council minutes
Vol W page 944

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

**STATE OF TEXAS
COUNTY OF JACKSON**

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This **Mutual Aid Agreement** ("Agreement") is entered into by, between and among the Counties of the State of Texas (collectively, "the Parties") that have validly executed this agreement.

Between the
Seven Counties
of the Golden
Cresent COG.

RECITALS

The Parties recognize the vulnerability of the people and communities located within each County 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; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural Disasters, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a Disaster and/or Civil Emergency; and

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 Chapter 362, Local Government Code;; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct.
2. **DEFINITIONS**. For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Interjurisdictional Mutual Aid Agreement, duly executed.
 - B. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

C. CIVIL EMERGENCY - 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.

D. DISASTER - the occurrence or imminent threat of widespread or severe damage, injury, or 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, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring Emergency action.

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F. MUTUAL AID - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

G. REQUESTING PARTY - the Party requesting aid in the event of a Disaster or a Civil Emergency.

3. **PARTY'S EMERGENCY MANAGEMENT PLAN**. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or 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 and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

4. **EMERGENCY MANAGEMENT DIRECTOR**. The County Judge of each County in this Agreement shall serve as the Emergency Management Director for his/her 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.

5. **ACTIVATION OF AGREEMENT**. This Agreement may be activated by the Emergency Management Director of the affected Party or his or her designee making a request for aid after he or she has made:

- (a) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code;
- (b) A finding of a state of Civil Emergency; or
- (c) The occurrence or imminent threat of an emergency such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether or not the local Disaster declaration or state of Civil Emergency is still active, until the services of the Assisting Party are no longer required.

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- 1) A general description of the damage or injury sustained or threatened;
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- 3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

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D. INFORMATION REQUIRED OF THE ASSISTING PARTY. An Emergency Management Director or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

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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.

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9. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Each Party hereto waives all claims against the other 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, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense with respect to any third party on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

10. 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.

11. TERM. This Agreement shall become effective as to each Party on June 26, 2006 and shall continue in force and remain binding on each and every Party for 12 months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties. Any Party may terminate this agreement on 10 days written notice to the other Party. Upon termination of this agreement, Requesting Party shall continue to be obligated to reimburse Assisting Party for services provided prior to termination. The record-keeping obligations of this agreement shall continue for three years after such termination.

12. 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 and/or Civil Emergency. 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 18 below.

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

14. OTHER MUTUAL AID AGREEMENTS. It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Civil Emergency and/or Disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to attempt to inform the other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Notwithstanding the foregoing, the Parties acknowledge that a County may be a party to Mutual Aid agreements similar to this Agreement with other counties, which counties have Mutual Aid agreements with municipalities within their respective jurisdictions. The Parties hereto agree to consider providing Mutual Aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide Mutual Aid to the parties to this Agreement and only to the extent the requesting county or municipality agrees to reimbursement of the actual costs of providing Mutual Aid. Any Assisting Party may require additional indicia of intent to reimburse from any Requesting Party, with the nature and substance of such additional indicia to be at the discretion of the Assisting Party. In no event, may the resources of any entity be utilized by any other entity without the permission of the entity owning said resources, and nothing in this agreement will abrogate the right of any entity to deny the provision of any resources to any other entity.

15. 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, Texas Government Code Chapter 791.

16. 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.

17. 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.

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

19. TERMINATION. Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid to that Party. The chief elected official of a Party which is a signatory hereto shall, give notice of termination of participation in this agreement to the designated party. Such termination shall become effective immediately upon the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

20. 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 any person or entity that has not signed this agreement.

21. NOTICE. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission as follows:

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

23. GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, exclusive venue for any lawsuit filed pursuant to this agreement shall lie in the county in which the Emergency or Disaster occurred or in the county of the Assisting Party, except to the extent mandatory venue lies elsewhere.

24. HEADINGS. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to 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, on the date specified on the multiple counterpart executed by such entity.

Calhoun County, Texas:

NAME: Michael J. Pfeifer

Date: 6-21-06

Signature: Michael J. Pfeifer

County Judge

DeWitt County, Texas:

NAME: Ben E. Prause

Date: June 22, 2006

Signature: *Ben E. Prause*
County Judge

Goliad County, Texas:

NAME: Harold F. Gleinser

Date: 6-22-06

Signature: *Harold F. Gleinser*
County Judge

Gonzales County, Texas:

NAME: David Bird

Date: 16 Jun 06

Signature: *David Bird*
County Judge

Jackson County, Texas:

NAME: Harrison Stafford II

Date: 6/20/06

Signature: *Harrison Stafford II*
County Judge

Lavaca County, Texas:

NAME: Ronald L. Leck

Date: 6/20/06

Signature: *Ronald L. Leck*
County Judge

Victoria County, Texas:

NAME: Donald R. Pozzi

Date: 6-26-2006

Signature: *Donald R. Pozzi*
County Judge

FILED 2/12/07
KENNETH W. McELVEEN-Clerk of County Court
Jackson County, Texas

BY *[Signature]*

MUTUAL AID AGREEMENT

Jackson & Colorado Co.

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid between counties in meeting emergency or disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Texas Codes and Constitution Sec. 79L.027 Emergency Assistance, the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, full and effective utilization of the resources of the respective counties is essential to the safety, care and welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party counties shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party county to formulate emergency management plans and programs for application within their own county. There shall be frequent consultation between the representatives of the counties with the State of Texas and the free exchange of information and services. In carrying out such emergency management plans and programs, the party counties shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used for

emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party county;

- (d) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters.
- (e) The safety of public meeting or gatherings.

Any party county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the county rendering aid may withhold resources to the extent necessary to provide reasonable protection for their own county. Each party county while operating within the county limits of the aided county under the terms and conditions of this agreement, has the same powers (except that of arrest unless specifically authorized by the receiving county), duties, rights, privileges and immunities as if they were performing their duties in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the county receiving assistance.

Requests for mutual aid under this agreement may be made through the State Disaster District organization, the county emergency management organization, or directly by the incident commander.

SECTION 3. LIABILITY

No party county or its officers or employees rendering aid in another county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more counties may differ from that appropriate among other counties party hereto, this instrument contains elements of a broad base common to all counties, and nothing herein contained shall preclude any county from entering into supplementary agreements with another county or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

SECTION 5. COMPENSATION

Each party county shall provide for the payment of compensation and death benefits to injured members of the emergency management forces of that county and the representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own county.

SECTION 6. FINANCE

Any party county rendering aid in another county pursuant to this agreement shall not seek reimbursement from the party county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding party county will assume in whole or in part such loss damage expense, or other cost, and provided further that any two (2) or more party counties may enter into supplementary agreements establishing a different allocation of costs as among those counties.

SECTION 7. SEVERABILITY

This agreement shall continue in force and remain binding on each party county until the Commissioners' Court of such party county takes action to withdraw therefrom. Such action shall

not be effective until 90 days after notice thereof has been sent by the Emergency Management Director of the party county desiring to withdraw to the Emergency Management Director of all other party counties.

This agreement shall be construed to effectuate the purpose stated in Section I, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 8. APPLICABILITY

This agreement shall become operative immediately upon its approval by any county as between it and any other county or counties so ratifying. Duly authenticated copies of this agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities and counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioners' Court of each county.

Al Jamison
AL JAMISON
County Judge/Emergency Mgmt. Director
Colorado County

Date July 22, 02

Harrison Stafford II
HARRISON STAFFORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date 7/28/02

FILED 3-11-2003
KENNETH W. McELVEEN-Clerk of County Court
Jackson County, Texas

BY Barbara Dancovich

MUTUAL AID AGREEMENT

Jackson & Matagorda Counties

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid between counties in meeting emergency or disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Texas Codes and Constitution Sec. 791.027 Emergency Assistance, the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, full and effective utilization of the resources of the respective counties is essential to the safety, care and welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party counties shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party county to formulate emergency management plans and programs for application within their own county. There shall be frequent consultation between the representatives of the counties with the State of Texas and the free exchange of information and services. In carrying out such emergency management plans and programs, the party counties shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used for

emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party county;

- (d) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters.**
- (e) The safety of public meeting or gatherings.**

Any party county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the county rendering aid may withhold resources to the extent necessary to provide reasonable protection for their own county. Each party county while operating within the county limits of the aided county under the terms and conditions of this agreement, has the same powers (except that of arrest unless specifically authorized by the receiving county), duties, rights, privileges and immunities as if they were performing their duties in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the county receiving assistance.

Requests for mutual aid under this agreement may be made through the State Disaster District organization, the county emergency management organization, or directly by the incident commander.

SECTION 3. LIABILITY

No party county or its officers or employees rendering aid in another county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more counties may differ from that appropriate among other counties party hereto, this instrument contains elements of a broad base common to all counties, and nothing herein contained shall preclude any county from entering into supplementary agreements with another county or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

SECTION 5. COMPENSATION

Each party county shall provide for the payment of compensation and death benefits to injured members of the emergency management forces of that county and the representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own county.

SECTION 6. FINANCE

Any party county rendering aid in another county pursuant to this agreement shall not seek reimbursement from the party county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding party county will assume in whole or in part such loss damage expense, or other cost, and provided further that any two (2) or more party counties may enter into supplementary agreements establishing a different allocation of costs as among those counties.

SECTION 7. SEVERABILITY

This agreement shall continue in force and remain binding on each party county until the Commissioners' Court of such party county takes action to withdraw therefrom. Such action shall


not be effective until 90 days after notice thereof has been sent by the Emergency Management Director of the party county desiring to withdraw to the Emergency Management Director of all other party counties.

This agreement shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.


SECTION 8. APPLICABILITY

This agreement shall become operative immediately upon its approval by any county as between it and any other county or counties so ratifying. Duly authenticated copies of this agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities and counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioners' Court of each county.



GREG WESTMORELAND
County Judge/Emergency Mgmt. Director
Matagorda County



HARRISON STAFFORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date 7-1-02

Date 6-27-02

FILED 3-11-2003
KENNETH W. McELVEEN - Clerk of County Court
Jackson County, Texas
BY Barbara Vanecca

MUTUAL AID AGREEMENT

The contracting cities and counties solemnly agree:

Jackson County
Wharton County

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid between counties in meeting emergency or disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Texas Codes and Constitution Sec. 791.027 Emergency Assistance, the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, full and effective utilization of the resources of the respective counties is essential to the safety, care and welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party counties shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party county to formulate emergency management plans and programs for application within their own county. There shall be frequent consultation between the representatives of the counties with the State of Texas and the free exchange of information and services. In carrying out such emergency management plans and programs, the party counties shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used for

emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party county;

- (d) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters.
- (e) The safety of public meeting or gatherings.

Any party county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the county rendering aid may withhold resources to the extent necessary to provide reasonable protection for their own county. Each party county while operating within the county limits of the aided county under the terms and conditions of this agreement, has the same powers (except that of arrest unless specifically authorized by the receiving county), duties, rights, privileges and immunities as if they were performing their duties in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the county receiving assistance.

Requests for mutual aid under this agreement may be made through the State Disaster District organization, the county emergency management organization, or directly by the incident commander.

SECTION 3. LIABILITY

No party county or its officers or employees rendering aid in another county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more counties may differ from that appropriate among other counties party hereto, this instrument contains elements of a broad base common to all counties, and nothing herein contained shall preclude any county from entering into supplementary agreements with another county or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

SECTION 5. COMPENSATION

Each party county shall provide for the payment of compensation and death benefits to injured members of the emergency management forces of that county and the representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own county.

SECTION 6. FINANCE

Any party county rendering aid in another county pursuant to this agreement shall not seek reimbursement from the party county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding party county will assume in whole or in part such loss damage expense, or other cost, and provided further that any two (2) or more party counties may enter into supplementary agreements establishing a different allocation of costs as among those counties.

SECTION 7. SEVERABILITY

This agreement shall continue in force and remain binding on each party county until the Commissioners' Court of such party county takes action to withdraw therefrom. Such action shall

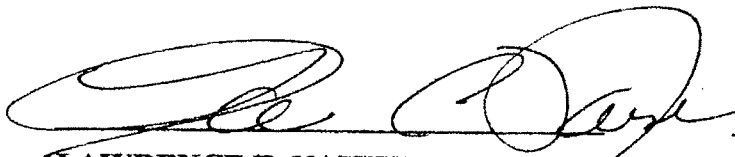
not be effective until 90 days after notice thereof has been sent by the Emergency Management Director of the party county desiring to withdraw to the Emergency Management Director of all other party counties.

This agreement shall be construed to effectuate the purpose stated in Section I, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 8. APPLICABILITY

This agreement shall become operative immediately upon its approval by any county as between it and any other county or counties so ratifying. Duly authenticated copies of this agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities and counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioners' Court of each county.



LAWRENCE E. NAISER
County Judge/Emergency Mgmt. Director
Wharton County

Date 5/28/02



HARRISON STAFFORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date 5/23/02

FILED 3-11-2003
KENNETH W. McELVEEN-Clerk of County Court
Jackson County, Texas

BY Barbara Vanecien

V-977.

INTERLOCAL COOPERATION CONTRACT FOR EMERGENCY ASSISTANCE

The County of Jackson and the Lavaca-Navidad River Authority agree:

SECTION 1. PURPOSE

The purpose of this contract is to provide emergency assistance to each other in times of emergency or disaster from enemy attack or other cause, natural or otherwise. This contract is made pursuant to V.T.C.A. Government Code Sec. 791.027 of the Interlocal Cooperation Act, and V.T.C.A. Government Code Chapter 418, the Texas Disaster Act of 1975. This contract recognizes that the prompt, full and effective utilization of the resources of the respective entities is essential to the safety, care and welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of these two entities shall constitute a committee to formulate plans and take all necessary steps for the implementation of this contract. Such planning shall incorporate the use of resources, including personnel, equipment and supplies necessary to provide emergency assistance.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each entity to formulate emergency management plans and programs for application within their own organization. There shall be frequent consultation between the representatives of the entities with the State of Texas and the free exchange of information and services. In carrying out such emergency management plans and programs, these entities shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;

- (c) Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by either entity;
- (d) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to emergencies or disasters.
- (e) The safety of public meeting or gatherings.

Either entity requested to render emergency assistance shall take such action as is necessary to provide and make available the resources covered by this contract in accordance with the terms hereof; provided that it is understood that the entity rendering emergency assistance may withhold resources to the extent necessary to provide reasonable emergency assistance for their own area. Each entity while operating within the limits of the assisted entity under the terms and conditions of this contract, has the same powers (except that of arrest unless specifically authorized by the receiving entity), duties, rights, privileges and immunities as if they were performing their duties in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the organization receiving emergency assistance.

Requests for emergency assistance under this contract may be made through the State Disaster District organization, the county emergency management organization, or directly by the incident commander.

SECTION 3. LIABILITY

Neither entity or its officers or employees rendering emergency assistance in another entities areas pursuant to this contract shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for emergency assistance among two (2) or more entities may differ from that appropriate among other organizations party hereto, this instrument contains elements of a broad base common to all organizations, and nothing herein contained shall preclude any entity from entering into supplementary agreements with another county or entity for emergency assistance.

SECTION 5. COMPENSATION

Each entity shall provide for the payment of compensation and death benefits to injured members of the emergency management forces of that organization and their representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering emergency assistance pursuant to this contract, in the same manner and the same terms as if the injury or death were sustained within their own area.

SECTION 6. FINANCE

Either entity rendering emergency assistance in the other entity's area pursuant to this contract shall not seek reimbursement from the other entity receiving such emergency assistance for any loss or damage to, or expense incurred in the operation of any equipment answering a request for emergency assistance, and for the cost incurred in connection with such requests. The entity providing the emergency assistance will assume in whole or in part such loss damage expense or other cost. Each entity agrees that payments for the performance of governmental functions or services shall be made from current revenues available to the paying entity. Each entity may enter into supplementary agreements establishing a different allocation of costs as among those entities.

SECTION 7. TERM

This contract shall continue in force and remain binding on each entity until the Commissioners' Court or Board of Directors of such entity takes action to withdraw therefrom. Such action shall not be effective until 90 days after notice thereof has been sent by the Emergency Management Director of the entity desiring to withdraw to the Emergency Management Director of the other entity.

SECTION 8. SEVERABILITY

This contract shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this contract is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the contract and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 9. APPLICABILITY

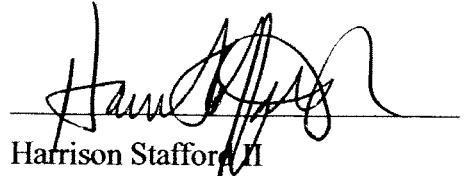
This contract shall become operative immediately upon its approval by the Commissioners Court of Jackson County and Board of Directors of the Lavaca-Navidad River Authority. Duly authenticated copies of this contract and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the entities and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This contract shall become binding and obligatory when it shall have been signed by the County Judge of Jackson County and the President of the Board of Directors of the Lavaca-Navidad River Authority.



Vee Strauss, President
Lavaca-Navidad River Authority

Date: 2-19-03



Harrison Stafford II
County Judge/Emergency Management
Jackson County

Date: 3/10/03

FILED 3-10-03
KENNETH W. McELVEEN-Clerk of County Court
Jackson County, Texas
BY Barbara Vanecur

MUTUAL AID AGREEMENT

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid between counties in meeting emergency or disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Texas Codes and Constitution Sec. 791.027 Emergency Assistance, the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, full and effective utilization of the resources of the respective counties is essential to the safety, care and welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party counties shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party county to formulate emergency management plans and programs for application within their own county. There shall be frequent consultation between the representatives of the counties with the State of Texas and the free exchange of information and services. In carrying out such emergency management plans and programs, the party counties shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used for

emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party county;

- (d) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters.
- (e) The safety of public meeting or gatherings.

Any party county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the county rendering aid may withhold resources to the extent necessary to provide reasonable protection for their own county. Each party county while operating within the county limits of the aided county under the terms and conditions of this agreement, has the same powers (except that of arrest unless specifically authorized by the receiving county), duties, rights, privileges and immunities as if they were performing their duties in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the county receiving assistance.

Requests for mutual aid under this agreement may be made through the State Disaster District organization, the county emergency management organization, or directly by the incident commander.

SECTION 3. LIABILITY

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SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more counties may differ from that appropriate among other counties party hereto, this instrument contains elements of a broad base common to all counties, and nothing herein contained shall preclude any county from entering into supplementary agreements with another county or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

SECTION 5. COMPENSATION

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SECTION 6. FINANCE

Any party county rendering aid in another county pursuant to this agreement shall not seek reimbursement from the party county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding party county will assume in whole or in part such loss damage expense, or other cost, and provided further that any two (2) or more party counties may enter into supplementary agreements establishing a different allocation of costs as among those counties.

SECTION 7. SEVERABILITY

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MUTUAL AID AGREEMENT

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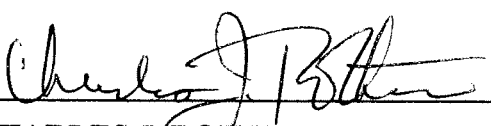
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This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioners' Court of each county.



CHARLES J. ROTHER
County Judge/Emergency Mgmt. Director
Lavaca County



HARRISON STAFFORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date May 28, 2002

Date 5/14/02

FILED 3-11-2003
KENNETH W. McELVEEN-Clerk of County Court
Jackson County, Texas

BY Barbara Conech

V-972

MUTUAL AID AGREEMENT

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SECTION 1. PURPOSE

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This agreement shall become binding and obligatory when it shall have been signed by the County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioners' Court of each county.


ARLENE MARSHALL
County Judge/Emergency Mgmt. Director
Calhoun County


HARRISON STAFFORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date 07/11/02

Date 7/8/02

FILED 3-11-2003
KENNETH W. McELVEEN - Clerk of County Court
Jackson County, Texas
BY Barbara Vance

V. 972

MUTUAL AID AGREEMENT

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GREG WESTMORELAND
County Judge/Emergency Mgmt. Director
Matagorda County



HARRISON STAFFORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date 7-1-02

Date 6-27-02

FILED 3-11-2003
KENNETH W. McELVEEN-Clerk of County Court
Jackson County, Texas
BY Barbara Vanecca

V. 972

MUTUAL AID AGREEMENT

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

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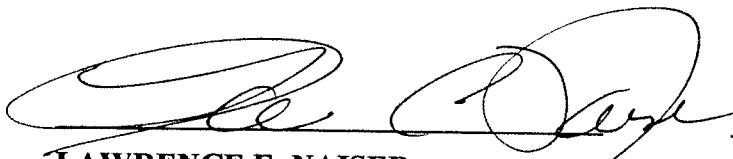
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LAWRENCE E. NAISER
County Judge/Emergency Mgmt. Director
Wharton County

Date 5/28/02



HARRISON STAFEORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date 5/23/02

FILED 3-11-2003
KENNETH W. McELVEEN-Clerk of County Court
Jackson County, Texas

BY Barbara Vaneseh

V-972

MUTUAL AID AGREEMENT

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Al Jamison
AL JAMISON
County Judge/Emergency Mgmt. Director
Colorado County

Harrison Stafford II
HARRISON STAFFORD II
County Judge/Emergency Mgmt. Director
Jackson County

Date July 22, '02

Date 7/8/02

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