

Terms:

I.

If Entity is a county or incorporated city, both Entity and Harris County shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement. If Entity is an independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's chief, highest ranking officer, or Emergency Management Coordinator, as applicable, shall take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each Party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid and emergency assistance. Harris County and any Entity that is a county or incorporated municipality shall have an approved Emergency Management Program as defined by the Texas Division of Emergency Management.

This Agreement shall apply to the dispatch of emergency service responses by either or both Parties in response to a disaster as that term is defined in section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger number than are locally available in order to reduce, counteract, or remove the danger caused by the incident. This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties including the staffing and equipping of emergency operations, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, recover from, or prevent the occurrence of any disaster.

In carrying out emergency management plans and programs, the Parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith.
- Shutting off water mains, gas mains, and electric power connections, and the suspension of all other utility services.
- Selection of all materials, equipment or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either Party hereto.
- The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic prior to, during, and subsequent to exercises or disasters.
- The safety of public meetings or gatherings.

As further set forth below, each Party shall coordinate the emergency responses within its scope of responsibility under this Agreement.

Either Party, when requested to provide mutual aid or emergency assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof, provided however, the Party rendering aid (the “Responding Party”) to the Party receiving assistance (the “Requesting Party”) may withhold resources to the extent necessary to provide other necessary governmental functions for itself.

When a request for emergency assistance is received, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their emergency responses and resources through the emergency management authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party’s normal emergency service area.

If Entity is a county with an Emergency Management Coordinator, each request for mutual aid assistance shall be made through the Emergency Management Coordinator of the Requesting Party to the Emergency Management Coordinator of the Responding Party.

If Entity is an incorporated municipality without an Emergency Management Coordinator, independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity’s requests for mutual aid assistance shall be made through Entity’s chief or highest ranking officer to Harris County’s Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable. Harris County’s requests for mutual aid assistance shall be made through its Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable to Entity’s chief or highest ranking officer.

In the event of rapidly developing emergencies occurring within the jurisdiction of the Requesting Party and near the Responding Party’s boundary, the Responding Party’s law enforcement and/or emergency responders will respond as they are able, without the prior request of the Requesting Party, as provided by applicable law. The Responding Party’s emergency response units will establish control of the scene. The Responding Party and staff representing other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs. The Responding Party’s resources will remain on the scene as needed. In such event this Agreement shall be in effect.

When mutual aid assistance will be provided for more than twelve (12) consecutive hours, the Requesting Party shall, prior to the expiration of the twelfth (12th) hour, confirm in writing to the

Responding Party that the Requesting Party desires continued mutual aid assistance from the Responding Party. Notwithstanding the above, if, due to the nature of the emergency, disaster, or other condition requiring mutual aid, the Requesting Party cannot confirm its request for continued mutual aid assistance before the expiration of the twelfth (12th) hour, the written request must be sent as soon as practicable, but in all cases, within ninety (90) days of the verbal request.

III.

Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits including, but not limited to, health, workers' compensation, disability, death, and/or dismemberment insurance for the other Party's employees, contractors, vendors, or other workers. Nothing in this Agreement shall be construed as making either Party responsible for the payment of property, motor vehicle, or other insurance, on the other Party's equipment, buildings, supplies, or other property or assets.

IV.

Notwithstanding Section III of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds twelve (12) consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first twelve (12) hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that, in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov/schedule-equipment-rates>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed twelve (12) consecutive hours or (b) for assistance provided during the initial twelve (12) hours of the response.

Each Party hereto agrees to comply with such statutory and constitutional provisions, or other contracts, rules, regulations, ordinances, guidelines, procedures, or conventions, as apply to it with regard to the appropriation of funds for the payment of contractual obligations. Each Party hereto understands and acknowledges, that funds for the payment each Party's obligations inuring under or out of this Agreement, irrespective of the nature thereof, are available to the extent such funds are appropriated by Order of each Party's County Commissioners Court, and certified as provided by law, by the each Party's County Auditor, as available from current funds set aside in the annual budget in which the expenditures are incurred before expenditure of such funds. It shall be the responsibility of each Responding Party to assure itself that sufficient funds have been allocated to pay for the services provided. In the event either Party fails to appropriate sufficient funds to perform its obligations arising out of or in relation to this Agreement, the Parties acknowledges and agrees that their sole and exclusive remedy is to terminate participation in this Agreement.

The Responding Party is responsible for the work it performs under this Agreement. No later than the 90th day after services are performed under this Agreement, the Responding Party shall

submit an invoice to the Requesting Party. Supporting documentation as mutually agreed upon will be supplied. The Responding Party shall maintain auditable records verifying each service or item and the dates provided. The Responding Party shall warrant that all billing data submitted is complete and truthful. The Requesting Party will review each invoice and statement and modify it as necessary and appropriate and, thereafter, forward the same to the appropriate official, in the case of Harris County to the Harris County Auditor, for payment. Requesting Party reserves the right to withhold payment of any questionable charges or expenses, including, but not limited to, any charges in excess of the rate set by FEMA for the substantially same service or item. Should the Requesting Party determine that any payment has been made to a Responding Party in excess or in error for any reason whatsoever, Requesting Party may recoup from the Responding Party the amount made in excess or in error. Within ninety (90) days of receipt of a request for repayment of an amount made in excess or in error, the overpaid Party shall return the amount paid in excess or in error.

V.

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, neither the terms of Section III and Section IV, nor any other provision in this Agreement, shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

Pursuant to section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a homeland security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder.

If the equipment is damaged or destroyed, the owner may seek recovery through insurance acquired by the owner, reimbursement as set forth in Section IV, or through any other resources available to the owner.

VI.

This Agreement shall terminate on the last day of February of each year and shall automatically renew for a one-year term, subject to continued funding and certification of funds as referenced in Section IV, unless the governing body of either Party gives notice received no later than the preceding December 1 of its desire to terminate the agreement. Unless notice of termination is received by December 1, this Agreement shall continue in force and remain binding subject to funding and certification as referenced in Section IV. Notwithstanding the above, the Emergency Management Coordinator of either Party may suspend the operation of this Agreement at any time during a term upon notice to the other Party.

VII.

Except as otherwise provided in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a wrapper with the proper postage affixed and duly certified, return-receipt requested, in a United States post office, addressed to a Party at the following addresses.

To Harris County: Harris County Commissioners Court
1001 Preston, Suite 911
Houston, Texas 77002
Attention: Harris County Judge

With a copy to: Harris County Office of Homeland Security & Emergency
Management
6922 Old Katy Road
Houston, Texas 77024
Attention: Emergency Management Coordinator

To Entity: Office of the County Judge
Fort Bend County
401 Jackson Street
Richmond, TX 77469

With a copy to: Office of Emergency Management
Fort Bend County
307 Fort Street
Richmond, TX 77469

Either Party may designate a different address by giving the other Party ten (10) days written notice.

VIII.

The Parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

The presiding officer of the governing body of each Party to this Agreement shall notify the Harris County Office of Homeland Security and Emergency Management (the "Office") of the manner in which the Party is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent

information that the Office requires. The person so designated shall accomplish training prescribed by the Office where applicable.

X.

This Agreement should be construed in a manner consistent with the Texas Disaster Act of 1975, chapter 418 of the Texas Government Code, and the Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as they may hereafter be amended. As used in this Agreement, the term “disaster” has the meaning given it in section 418.004 of the Texas Government Code.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in accordance with Texas Civil Practice & Remedies Code Section 15.015.

XII.

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements.

XIII.

This Agreement replaces and terminates any previous existing mutual aid agreement for like services entered into by the same Parties.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of Entity by an authorized representative of Entity.

FT. BEND COUNTY

By _____

ROBERT HEBERT
COUNTY JUDGE

Date: _____

HARRIS COUNTY

By: _____

ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____

T. Scott Petty
Assistant County Attorney
C.A. File 15GEN0088