

## **SOUTH PLAINS REGION (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT**

This Mutual Aid Agreement is made by and between the cities, counties, other political subdivisions, and institutions of higher education of the Texas State Planning Region 2 as designated by the Governor's Office and for the purpose of this document referred to as the **"South Plains Regional Mutual Aid Agreement"** who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating **"Parties"**.

### **RECITALS**

- A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
- B. The Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.
- C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during recovery periods.
- D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.
- E. The Parties hereto 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) as amended Chapter 421, Texas Government Code (Texas Homeland Security Act), Texas Education Code (Chapters 37 and 51), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 2.
- G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing, bodies, hereby agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.

2. **PREVIOUS AGREEMENT**

This Agreement replaces any and all previous Regional Mutual Aid Agreement created for Texas State Planning Region 2.

3. **LEGAL AUTHORITY**

This Agreement is made pursuant to the authority of Chapters 418, 421, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, Chapters 37 and 51 of the Texas Education Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

4. **DEFINITIONS**

- A. **MUTUAL AID** means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.
- B. **REQUESTING PARTY** means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.
- C. **RESPONDING PARTY** means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

5. **REQUEST FOR ASSISTANCE**

All requests for assistance shall be made in accordance with Texas Government Code 418.115.

6. **RESPONSE TO REQUEST FOR ASSISTANCE**

The decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

7. **OTHER MUTUAL AID AGREEMENTS, SUPPLEMENTARY AGREEMENTS AND PROTOCOLS**

It is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract.

8. **REIMBURSEMENT OF COSTS**

All reimbursement of costs shall be in accordance with Texas Government Code 418.1181.

9. **ADMINISTRATIVE SERVICES**

The SPAG COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, in a routine, timely manner, with a current list of contact information for each Party.

10. **INVENTORY AND DATABASE**

An inventory of mutual aid resources available for response under this Agreement will be administered by the COG and made accessible to the participating Parties on a timely basis. As such, all Parties to this Agreement will maintain and update their mutual aid response asset information with the SPAG COG/ERAC twice a year. The SPAG COG will ensure that reminders are sent twice a year to all Parties to prompt them to update their information, provide any new resource information, and take other actions reasonably necessary to ensure the accessibility of the information. The mutual aid resource inventory will be restricted for use solely by the current Parties participating in this Agreement.

11. **WITHDRAWAL**

A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.

12. **NOT FOR BENEFIT OF THIRD PARTIES**

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

13. **EXERCISE OF POLICE POWER**

This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

14. **IMMUNITY NOT WAIVED**

Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

15. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED**

The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.

16. **EQUIPMENT AND PERSONNEL**

During the time mutual aid is being furnished, all equipment used by the Responding Party aid shall continue to be owned, leased, or rented by the Responding Party. At all times while equipment and personnel of a Responding Party are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Responding Party. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

17. **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.

18. **TERM**

This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Paragraph 11 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

19. **MAINTENANCE AND REVIEW OF THE AGREEMENT**

The ERAC will review this Agreement at least annually, from the date of its adoption by the SPAG Board of Directors, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the ERAC will be presented to the SPAG Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 11.

**20. AMENDMENTS TO AGREEMENT**

This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

**21. 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.

**22. ENTIRETY**

This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 7 above.

**23. 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.

**24. 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.

**25. CAPTIONS**

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY THE COMMISSIONERS COURT OF LAMB COUNTY, TEXAS, AUTHORIZING THE PARTICIPATION IN THE SOUTH PLAINS REGIONAL (TEXAS STATE PLANNING REGION 2) MUTUAL AID AGREEMENT AND DESIGNATING THE JUDGE TO SERVE AS THE COUNTY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THIS AGREEMENT.**

**WHEREAS**, Lamb County is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the County's residents and their property; and

**WHEREAS**, in the event of a large-scale disaster, Lamb County could be faced with a situation that exceeds its capability to effectively respond to the incident thereby placing residents and their property at greater risk; and

**WHEREAS**, this same limitation impacts localities across the Texas South Plains Region; and

**WHEREAS**, it would benefit Lamb County, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher more appropriate level of response; and

**WHEREAS**, the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among localities of the region, as needed and available, to afford all residents of the South Plains a greater degree of protection; and

**WHEREAS**, Lamb County finds that it is in the best interest of its residents to participate in the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement,

**NOW THEREFORE**, be it resolved by the Commissioner's Court of Lamb County, Texas, that:

1. The County is hereby authorized to join itself as a party to the South Plains Region (Texas State Planning Region 2) Mutual Aid Agreement.
2. The County Judge, as the County's Emergency Management Director, is designated to serve as the County's Chief Representative in all matters pertaining to its participation in this agreement.
3. The County agrees to abide by the terms of this agreement inasmuch as it benefits the welfare and safety of our residents and their property.

**CONSIDERED AND APPROVED THIS** 23<sup>rd</sup> **DAY OF** December, 2022

ATTEST:

Donya Ritchie  
County Clerk

ATTEST:

[Signature]  
Judge

