

Terms

1. Recitals. The recitals set forth above are true and correct.
2. Party's Emergency Management Plan. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.
3. Emergency Management Director. The Mayor of each city participating in this Agreement and the County Judge of Galveston County shall serve as the Emergency Management Director for each Party and shall take all steps necessary for the implementation of this Agreement. Each Mayor and the County Judge may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.
4. Upon Request. Upon request of the Emergency Management Director or the designated Emergency Management Coordinator, each Party hereto shall furnish mutual aid in coping with an emergency and/or disaster and the forces necessary to provide such mutual aid to a requesting Party subject to the terms of this Agreement.
5. Conditions. Any furnishing of resources under this Agreement, which includes but is not limited to equipment, supplies, and personnel, is subject to the following conditions:
 - a. a request for aid shall specify the amount and type of resources being requested, shall state the location to which the resources are to be dispatched, and shall state the time period for which such resources are requested;
 - b. the Party rendering aid shall take such action as is necessary to provide and make available the resources requested, provided however, that the Party rendering aid, in its sole discretion, shall determine what resources are available to furnish the requested aid;
 - c. the Party rendering aid shall report to the officer in charge of the requesting Party's forces at the location to which the resources are dispatched; and
 - d. the Party rendering aid Party shall be released by the requesting Party when the services of the Party rendering aid are no longer required or when the officer in charge of the Party rendering aid's forces determines, in his sole discretion, that further assistance should not be provided.
6. Coordinating Agency for Mutual Aid. Galveston County will act as the coordinating agency for mutual aid responses under this Agreement. Such coordination shall be through the Galveston County Office of Emergency Management. As part of its

duties as coordinating agency, the Galveston County Office of Emergency Management shall maintain a current listing of all Parties to this Agreement. Such listing shall include personnel to be contacted in each city, appropriate telephone and facsimile numbers, and other information that would be needed in order to contact each Party in the event of an emergency or disaster. In the event of a widespread emergency or disaster affecting more than one Party hereto, the Galveston County Office of Emergency Management shall coordinate the call-up and assignment of resources to the affected area.

6. Rapidly developing emergencies near incorporated area. In the event of rapidly developing emergencies occurring near, but outside of the incorporated area of a Party which is a city herein, and within the unincorporated area of Galveston County, the city's police and/or fire departments will respond as it is able, without the prior request of Galveston County. The city's emergency response units will establish control of the scene until the arrival of Galveston County officials; control will then be transferred to Galveston County, however, the city's resources will remain on the scene as needed. In such event, this Agreement shall be in effect.
7. Declaration of Disaster. In the event of a declaration of a local state of disaster by a Party pursuant to Chapter 418 of the Texas Government Code, this Agreement shall be in effect.
8. Waiver of Claims Against Parties. 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 or employee of another Party. Provided however, that this waiver shall not apply in those cases in which the claim results from the failure of the requesting Party to accept responsibility for any civil liability for which the requesting Party is responsible as determined by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended.
9. Costs. A Party rendering aid may be reimbursed by the requesting Party for costs incurred pursuant to this Agreement in furnishing mutual aid. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. All wage and disability payments, except for the payments the requesting Party is required to pay under the Interlocal Cooperation Act, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging shall be paid by the Party in which the employee in question is regularly employed.
10. Equipment and Personnel. All equipment used by the Party rendering aid under this Agreement will, during the time the aid is being furnished, be owned, leased, or rented by it and all personnel acting for the Party rendering aid under this Agreement will, during the time the aid is being furnished, be paid by the Party rendering aid. At all

times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

11. Immunity Retained. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of its execution of this Agreement and the performance of the covenants contained herein.

12. Expending Funds. Each Party which 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.

13. Termination. It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other Parties hereto.

14. 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. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

15. Entirety. This Agreement contains all commitments and agreements of the Parties as to mutual aid to be rendered during or in connection with an emergency and/or disaster. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for mutual aid in emergency and/or disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract.

16. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

17. Other Mutual Aid Agreements. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

18. 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 those terms are defined in the Interlocal Cooperation Act.

19. 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.
20. 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.
21. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
22. 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 third parties.
23. Warrant. The Agreement has been officially authorized by the governing body of each Party hereto 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.
24. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in Galveston County, Texas.
25. Emergency Assistance. Notwithstanding the provisions herein, any local government which is a Party hereto may provide emergency assistance to another local government as provided in Section 791.027 of the Texas Government Code.
26. 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.

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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.

Galveston County, Texas:

James D. Yarbrough,
Judge of Galveston County, Texas

Date

ATTEST:

Name

Date

Title

Bayou Vista, Texas:

Kenyon Courtney
Kenyon Courtney,
Mayor, City of Bayou Vista, Texas

3-27-03
Date

ATTEST:

Paula J. Eshelman
Name

3-27-03
Date

City Secretary
Title

Clear Lake Shores, Texas:

Ted K. Guthrie, Jr.
Ted K. Guthrie, Jr.,
Mayor, City of Clear Lake Shores, Texas

Date

ATTEST:

Paula
Name

11-21-02
Date

City Secretary
Title

Texas City, Texas:

Carlos Garza,
Mayor, City of Texas City, Texas

Date

ATTEST:

Name

Date

Title

Tiki Island, Texas:

Charles Everts,
Mayor, City of Tiki Island, Texas

Date

ATTEST:

Name

Date

Title