

C-08-080-10-28

MASTER AGREEMENT FOR MUTUAL AID
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC").

WHEREAS, the attacks of September 11, 2001, 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.

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

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

2. **Scope of Agreement.**

(a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means 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, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3. **Request for Assistance.** The request for assistance will:

- (a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- (b) be made by the highest ranking authority of Requesting Party available at the time of need,
- (c) be made to the highest ranking authority of the Responding Party available at the time of need, and
- (d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command.**

- (a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.
- (b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall

state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

- (c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.
 - (d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.
5. **Training Exercises.** The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, 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. 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.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs.** A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. The LRGVDC

Executive Director will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

8. **Participation Notice.** Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
9. **Administrative Services.** The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.
10. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.
11. **Inventory and Database.** A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information.
12. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the LRGVDC 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 claims for reimbursement.
13. **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.
14. **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.

15. **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.
16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
17. **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. 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.
18. **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 limitations in this Agreement, without the express action of the governing body of the Party.
19. **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.
20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented 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.
21. **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.
22. **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 Section 12 of 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.

23. **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 6 above.
24. **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.
25. **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.
26. **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.
27. **Warranty.** 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.
28. **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 be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that Hidalgo County has approved participation in the Master Agreement for Mutual Aid Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

Ramon Garcia 10/28/03
Signature Date

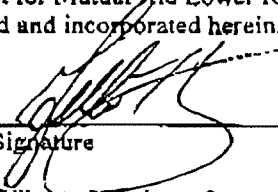
RAMON GARCIA
Printed or Typed Name

Hidalgo County Judge
Position

APPROVED BY
COMMISSIONERS' COURT
ON: 10/28/03

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that Cameron County has approved participation in the Master Agreement for Mutual Aid Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

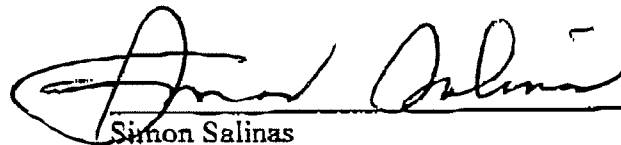


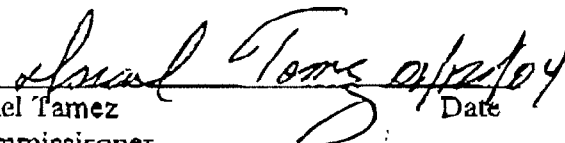
Signature
Gilberto Hinojosa, Cameron County Judge

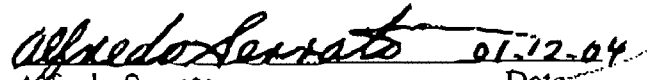
Date

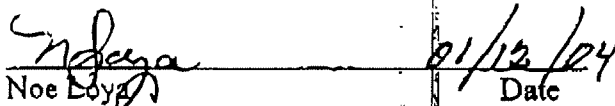
PARTICIPATION NOTICE


I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that Willacy County has approved participation in the Master Agreement for Mutual Aid Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.


Simon Salinas
Willacy County Judge
01/16/04
Date


Israel Tamez
Commissioner
Precinct 1
Date


Alfredo Serrato
Commissioner
Precinct 3
01-22-04
Date


Noe Loya
Commissioner
Precinct 2
01/12/04
Date


Jose I. Jimenez
Commissioner
Precinct 4
01/02/03
Date

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DECLARATION AND ORDER IMPOSING A STATE OF EMERGENCY DUE TO THE POTENTIAL OF WILDFIRES CAUSED BY ADVERSE WEATHER CONDITIONS WHICH POSE AN IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY AND PROHIBITING THE UNAUTHORIZED BURNING OF NATURAL OR MAN-MADE MATERIALS IN HIDALGO COUNTY

WHEREAS, Hidalgo County has not had rainfall for an extended period of time;

WHEREAS, weather forecasters do not anticipate a change in current hot and dry conditions in the near future;

WHEREAS, these hot and dry conditions pose the threat of large, dangerous and fast-moving wildfires throughout Hidalgo County;

WHEREAS, such fires have the potential of endangering lives and damaging property on a large scale;

WHEREAS, the Texas Disaster Act of 1975 authorizes the declaration of a state of emergency by a County if there is an imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire;

WHEREAS, declaration of such a state of emergency authorizes the imposition of controls on activities which tend to increase the likelihood of fires;

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

THEREFORE, BE IT NOW DECLARED BY THE HIDALGO COUNTY COMMISSIONERS COURT that a state of emergency exists by the potential of fires due to arid conditions throughout Hidalgo County and as such it is now **ORDERED** that this state of emergency will continue until rescinded but in no instance will this declaration continue for more than ninety (90) days without authorization by the Hidalgo County Commissioners Court.

BE IT FURTHER ORDERED that this state of emergency is being declared solely for the purpose to prohibit the unauthorized burning of natural or man-made materials, and includes, but is not limited to open-ground burning and/or burning in a container.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the _____ day of January, 2008.

J.D. SALINAS III, County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.,
County Clerk



Hidalgo County Division of Emergency Services

Department of Emergency Management
100 E. Cano. 2nd Floor Edinburg, TX 78539
956-318-2600 956-318-2699 Fax

***** **CONFIDENTIALITY NOTICE** *****

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To: Darlene

Date: February 1, 2008

Fax Number: 292-7612

Pages: Including cover sheet

From: Belinda Alvarez

Subject: _____

COMMENTS:

Mutual Aid Agreement

G. HIDALGO COUNTY COURTHOUSE SECURITY –

- 1. Recommending award of bid and approval of contract to sole bidder meeting all requirements and specifications for “Hidalgo County Courthouse Security –CCTV System” with a fully executed copy of contract to both The Hidalgo County Budget Office and County Auditor’s Office.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve the sole bid in the amount of \$91,450.00 to Superior Alarms.

At this time the Court proceeded into Executive Session.

18. Risk/Emergency Management: (SEE EXHIBIT S)

Commissioner Palacios was away from the Court for item #18.

A. Update on Flood Event of 10/13/03

- **Status on water removal**
- **Discussion & approval to contract with waste removal contractor(s) for flood event debris removal**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

- **Discussion and approval to negotiate with local landfills for special rate for acceptance of flood event debris**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- **Status of FEMA Disaster Declaration**
- **SBA Availability**
- **Volunteer Agencies’ Participation**

Discussion/presentation made by Charlie Montgomery on item #18.

B. Discussion and approval of Mutual Aid Agreement for emergency response, requested by the State of Texas through the Lower Rio Grande Valley Development Council (COG) to all municipalities and counties in Willacy, Cameron and Hidalgo Counties

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.