

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF MESQUITE AND OTHER PARTICIPATING LOCAL GOVERNMENTS OF THE STATE OF TEXAS FOR THE PURPOSE OF PROVIDING FIRE PROTECTION SERVICES IN THE EVENT OF AN EMERGENCY, DISASTER AND/OR CIVIL DISASTER AS PROVIDED IN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, it is the responsibility of the City of Mesquite to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its citizens; and

WHEREAS, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act") authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code, §791.006 specifically, authorizes interlocal agreements for the purpose of providing fire protection services; and

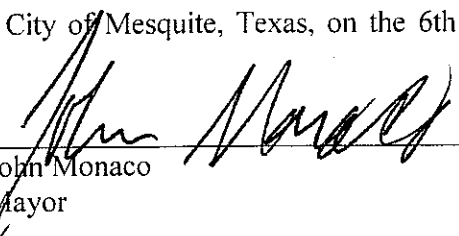
WHEREAS, the City Council for the City of Mesquite desires to secure the benefits of mutual aid for the protection of life and property in the event of an emergency and/or disaster; and

WHEREAS, upon full review and consideration of the Agreement for Mutual Aid creating a plan to foster communications and share resources, personnel and equipment between the Parties to the Agreement in the event of an emergency, disaster and/or civil disaster, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of said Agreement should be approved, and that the Mayor is authorized to execute the Agreement on behalf of the City of Mesquite.

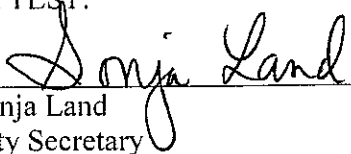
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the Mutual Aid Agreement, attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Mesquite, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor is hereby authorized to execute the Mutual Aid Agreement on behalf of the City of Mesquite.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 6th day of December, 2010.



John Monaco
Mayor

ATTEST:


Sonja Land
City Secretary

APPROVED:


B. J. Smith
City Attorney

STATE OF TEXAS §
 § **AGREEMENT FOR MUTUAL AID**
 COUNTY OF DALLAS §

This Mutual Aid Agreement ("Agreement") is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the counties and political subdivisions to damage, injury, and loss of life and property resulting from emergencies, disasters and/or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

WHEREAS, 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 emergencies; and

WHEREAS, 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 an Emergency, Disaster and/or Civil Emergency; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act"); Texas Government Code Chapter 418; and, Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975;

WHEREAS, the Parties recognize that this Agreement would allow for better coordination of effort between the Parties, would provide that adequate equipment and personnel are available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into this Agreement to provide Mutual Aid; and

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plan 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, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Civil Emergency shall mean any natural or manmade disaster or emergency that causes or could cause substantial harm to the population or infrastructure. This term can include a "major disaster" or "emergency" as those terms are defined in the Stafford Act, as amended, as well as consequences of an attack or a national security emergency. Where federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Fire Chief shall mean the Fire Chief, or his/her designee.

Disaster shall mean 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, 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.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Mutual Aid Master Plan shall mean a written operational plan approved by the Dallas County Fire Chiefs to establish predetermined assignments for participating agencies for emergency responses and nonemergency responses to provide fill-ins.

NIMS (National Incident Management System) shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management. Under NIMS is ICS (Incident Command System).

Operational Period shall mean a period of time beginning at the time of the request for Mutual Aid and lasting for twenty-four (24) hours.

Party or Parties shall mean the local governmental entity(ies) that are signatories to and have agreed to adopt this Mutual Aid Agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, Emergency, Civil Emergency or Disaster within its legal jurisdiction.

Article II

Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remain binding on each and every Party for twelve (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 pursuant to Article IV of 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.

Article III

Participation by additional Local Government Entities

Any local government entity may participate in the Agreement with the approval of the Dallas County Fire Chiefs Association as recommended by the Mutual Aid Committee. Each participating local government entity will be required to approve and agree to the terms and conditions of this Agreement. The participation of additional participating local government entities shall not require the approval of other participating local government entities.

Article IV

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. The governing body of a Party shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than thirty (30) days after 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.

Article V
Activation of Agreement

5.1 The request for assistance under this Agreement may be activated by a determination by the Fire Chief of the Party having jurisdiction that the incident, Emergency, Disaster or imminent threat of an Emergency or Disaster is such that local capabilities are or are predicted to be exceeded.

5.2 The request for assistance under this Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article VI
Procedures for Requests and Provision of Mutual Aid

6.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by one of the three following methods:

- (1) Orally communicating a request for Mutual Aid under this Agreement to Dallas Fire Rescue Communications as specified in the Mutual Aid Master Plan;
- (2) Orally communicating a direct request for Mutual Aid to a Party using established local written procedures; or,
- (3) Orally communicating a direct request for Mutual Aid to any Party.

6.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies 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 Fire Chief of the Requesting Party.

6.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include, but are not limited to, fire, search and rescue, fire inspection, fire engineer services, emergency communications, arson and fire investigation, planning and information assistance, mass care, special rescue, hazardous materials, explosive ordinance disposal, command and control, resource support, emergency medical services, mass casualty, health and other medical services.

6.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it

determines that it has sufficient resources to do so, based on current or anticipated events within its own jurisdiction.

6.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding 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 Responding Party; and, shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

6.6 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 Responding Party from the time of their arrival at the designated location to the time of their arrival back at the responding party's home department. However, Responding 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.

6.7 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if it is practicable.

6.8 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority 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. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating Local Government in which the employee in question is regularly employed.

6.9 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his/her sole discretion, that further assistance should not be provided.

6.10 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible

upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determination of jurisdictional responsibility can be made and if the outside responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

**Article VII
Cost Limitation**

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Article I of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**Article VIII
Insurance**

8.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

8.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

8.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

8.4 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

**Article IX
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 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.

Article X
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.

Article XI
Miscellaneous

11.1 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 an Emergency, 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 11.2 below.

11.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency 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 or previously adopted Mutual Aid Agreement(s) or contract(s).

11.3 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.

11.4 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.

11.5 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.

11.6 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

11.7 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.

11.8 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

11.9 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, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

11.10 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.

11.11 Signatories. The City of Dallas shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of its own originally signed document with an additional individual signature page from that City to be filed with the City of Dallas under this Agreement.

(Signature pages to follow)

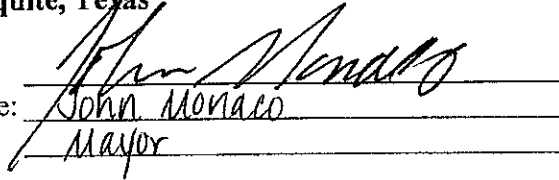
EXECUTED this 7th day of December, 2010.

City of Mesquite, Texas

By:

Printed Name: John Monaco

Title: Mayor

A handwritten signature in black ink, appearing to read "John Monaco", is written over a horizontal line. Below this line, the printed name "John Monaco" and the title "Mayor" are also written over their respective lines.