



## **REGIONAL MUTUAL AID AGREEMENT FOR DEEP EAST TEXAS COUNCIL OF GOVERNMENTS' JURISDICTIONS**

This Regional Mutual Aid Agreement ("Agreement") is by and between participating jurisdictions ("Parties") within the Deep East Texas Council of Governments ("DETCOG") for which DETCOG is a facilitator for the purposes of MACC (Multiple Agency Coordinator Center) during times of emergency but in the absence of a specific MAA or ILA between jurisdictions, it may serve in the place of a specific agreement.

### **RECITALS**

The parties recognize the vulnerability of the people and communities located with the DETCOG region to damage, injury, loss of life and property resulting from disasters, civil emergencies, acts of terrorism, or incidents and recognize that disasters, civil emergencies, acts of terrorism, or incidents may present equipment, manpower, or facility requirements beyond the capacity of each party.

The parties recognize that, in the past, mutual aid was provided between or among the parties in the form of personnel, supplies, and equipment during disasters, civil emergencies, acts of terrorism, or incidents as well as during recovery periods.

The 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, civil emergency, act of terrorism, or incident.

The parties wish to make suitable arrangements for furnishing mutual aid in coping with disasters, civil emergencies, acts of terrorism, or incidents and are authorized to make this agreement.

The parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that adequate equipment, manpower, and facilities are 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.

Now, therefore, the parties agree as follows:

#### TERMS

1. Recitals. The recitals set forth above are true and correct.
2. Definitions. For the purposes of this agreement, the terms listed below will have the following meanings:
  - a. "Civil Emergency" means the unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
  - b. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or

manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other hazardous contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, 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.

- c. "Incident" means a localized event that is generally routine in nature, characterized by limited impact, but requires specialized skills and equipment that the responding agency lacks necessitating mutual aid assistance.
  - d. "Local Government" means a county, municipality, special district, or any corporate/political entity organized under state law, of Texas or a state that borders Texas.
  - e. "Mutual Aid" includes, but is not limited to, such resources as equipment, supplies, facilities, and personnel possessed by jurisdictional fire, law enforcement, medical, and public works jurisdictions/agencies/volunteer organizations.
3. "Acts of Terrorism" include violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature or inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored)

**4. Activation of Agreement.** This agreement shall be activated in the event of either:

- a. A declaration of a local state of disaster by a party pursuant to Chapter 418 of the Texas Government Code; or
- b. The finding of a state of civil emergency by the presiding officer of the governing body of a party; or
- c. A determination by an incident commander that an incident requires assistance to address a shortfall in local resources.

The activation of the agreement shall continue, whether or not the local disaster declaration or state of civil emergency is still active, until the services of the party rendering aid are no longer required or when the officer in charge of the resources of the party rendering aid determines, in his sole discretion, that further assistance should not be provided.

**5. Request for Mutual Aid.**

- a. Local Disaster. In the event of a local disaster declaration, the Emergency Management Director or the designated Emergency Management Coordinator of a party seeking mutual aid shall make the request directly to the party from whom aid is sought, pursuant to the cost provisions of Section 8 of this agreement. A party from whom mutual aid is sought shall furnish mutual aid to cope with the disaster to the requesting party, subject to the terms of this agreement.
- b. Civil Emergency. If the presiding officer of the governing body of the party is of the opinion that a state of civil emergency exists that requires assistance

from another party, the presiding officer of the party requesting mutual aid shall make the request directly to the party from which assistance is sought. Before the emergency assistance is provided, the governing body of the party whose assistance has been requested shall authorize such assistance by resolution or other official action, in accordance with Chapter 791 of the Texas Government Code. In the event of a widespread civil emergency affecting more than one party hereto, DETCOG shall coordinate the call-up and assignment of resources to the affected area, pursuant to Section 6 of this agreement.

- c. Acts of Terrorism. Foreign or Domestic acts of terrorism causing mass panic or casualties or public disruption.
- d. Requests. A request for mutual aid may be submitted verbally or in writing. If a request is submitted verbally, it must be confirmed in writing.

6. Conditions. Any furnishing of resources under this agreement is subject to the following conditions:

- a. A request for mutual aid shall specify the amount and type of resources being requested, the location to which the resources are to be dispatched, and specific time by which such resources are needed;
- b. When contacted by a requesting party, the Emergency Management Director of the party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment, and other assistance required based on current or anticipated needs. All

parties shall render assistance to the extent that 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. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon received federal funds.

- c. The party rendering aid shall report to the officer in charge of the requesting party's forces at the location to which the requested resources are dispatched in a presumed support role;
- d. All parties to this agreement agree to conduct response operations in accordance with National Incident Management System (NIMS) concepts and principles and to organize and manage all personnel and resources under the Incident Command System (ICS). Responding parties will render mutual aid subject to the control of an incident commander. Parties providing assistance will coordinate response actions as instructed under ICS, unless such instructions violate local policies and procedures in the safe and prudent application of personnel and equipment, in such an instance local policies and procedures shall prevail;
- e. Each party to this agreement agrees to program radio equipment with channels called for by the Texas Statewide Interoperability Channel Plan, and does grant permission to all parties and county/city agencies to program and use each other's local radio frequencies during mutual aid response;

- f. Each party to this agreement grants arrest authority to responding entity officers who perform activities pursuant to this agreement and are operating outside of the jurisdiction in which they are regularly employed, but within the area covered by this agreement. The law enforcement agencies of the requesting entity in which an arrest has been made shall be notified of the arrest without unreasonable delay. If a request for assistance involves a response by a Tactical Unit (SWAT and Hostage Negotiations), an/or a bomb squad, the responding entity's unit commander shall have entire control of the tactical situation until the unit commander determines the situation has been resolved. The unit commander will attempt to notify the requesting entity of any planning or decisions regarding the situation as time and safety allow;
  - g. Jurisdictions/Departments/Agencies shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of the services provided and in the performance of all obligations undertaken by this agreement.
- 7. Coordinating Agency for Mutual Aid. DETCOG shall act as the coordinating agency for mutual aid responses to disasters, civil emergencies, or acts of terrorism that affect more than one party hereto. As part of its duties as coordinating agency, DETCOG shall maintain a current listing of all parties to this agreement. Such listing shall include personnel to be contacted in each jurisdiction, appropriate telephone

and facsimile numbers, and other information that would be needed in order to contact each party in the event of disaster, civil emergency, or act of terrorism.

8. 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 because of the performance of this agreement, except that cause in whole or in part by the negligence of an officer, employee, or agent of another party. No party waives or relinquishes any immunity of defense on behalf of itself, its officers, employees and agents because of the foregoing sentence or its execution of this agreement and the performance of the covenants contained herein.
9. Costs. All costs associated with the provision of mutual aid, such as damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging, shall be paid by the party rendering aid, although the party rendering aid may be reimbursed by the requesting party for such costs if the parties in question agree. Upon request by the party rendering aid, actual costs associated with the provision of assistance after one operational period has expired, including but not limited to personnel costs, operation and maintenance of equipment, damage to equipment, medical expenses, food, lodging, and transportation expenses, shall be paid by the requesting party, if all parties in question agree. Actual costs shall be based upon standardized state mutual aid reimbursement rates when possible. Request for reimbursement must be submitted within ninety days of the return of all personnel and should identify each service, labor, or equipment provided and the



unit and total costs associate with each. Personnel who are assigned, designated, or ordered by their governing body 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 worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

10. 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.

11. Inventory and Database. DETCOG and the local emergency management coordinators will develop and maintain an inventory database of resources available to each party for response under this agreement within reason, with the assistance of the emergency management coordinator of each jurisdiction. This inventory may be disbursed to the parties at least once a year or upon request. The Public Safety Programs will develop a format to facilitate parties entry and updating of inventory and resource information, send reminders to parties to update

information, place inventory and take other actions reasonably necessary for the parties to access current information in the WebEOC.

12. Exercise of Police Power. This agreement and all activities hereunder are undertaken solely as an exercise of police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any person or persons and the parties shall not have nor be deemed to have any duty to any particular person(s).

13. 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 including reimbursement by the state or federal government if appropriate. No party shall have any liability for the failure to expend funds to provide aid hereunder.

14. Termination. It is agreed that any party hereto shall have the right to terminate its participation in this agreement upon (90) days written notice to the other parties hereto.

15. 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 party until such time as the governing body of a party terminates its participation in this agreement pursuant to Section 11 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.

16. 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, civil emergency, and/or an act of terrorism. 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 15 below.

17. Ratification. Each party hereby ratifies the actions of its personnel taken prior to the date of this agreement.

18. Other Mutual Aid Agreements. Notwithstanding Section 13, it is understood and agreed that certain signatory parties may have heretofore contracted or may hereafter contract with each other for mutual aid in civil emergency, disaster situations, and/or acts of terrorism, and it is agreed that this agreement shall be subordinate to any such individual contract.

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.

Notwithstanding the foregoing, the parties acknowledge and approve of the county being a party to mutual aid agreements like this agreement with other counties within the Deep East Texas Council of Governments and/or other contiguous counties, which counties have or may have mutual aid agreements with counties and municipalities within their respective jurisdictions. The parties hereto agree to provide mutual aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide mutual aid to the parties to this agreement.

19. 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.
20. 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.
21. 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.

22. Amendment. This agreement may be amended only by the mutual written consent of the parties.

23. 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.

24. 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.

25. 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 the county to which this agreement pertains.

26. Headings. The headings at the beginning of the various provisions of this agreement have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

**\*\*The rest of this page is intentionally left blank\*\***

## REGIONAL MUTUAL AID AUTHORIZING RESOLUTION

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 counterparts executed by such entity.

### FOR DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG):

Passed and approved this 23 (Day) of June (Month), 2025 (Year)

  
\_\_\_\_\_  
Executive Director, Lonnie Hunt

ATTEST:

  
\_\_\_\_\_  
Secretary, DETCOG Board of Directors

#### *Please Complete Contact Information*

Primary Contact: Mike Claude  
Office Number: 936-634-2247 Ext 5316  
24 Hour Number: 936-238-5027  
E-mail Address: [mclaude@detcog.gov](mailto:mclaude@detcog.gov)

Alternate Contact: Mark Cunningham  
Office Number: 936-634-2247 Ext 5273  
24 Hour Number: 936-240-1141  
E-mail Address: [mcunningham@detcog.gov](mailto:mcunningham@detcog.gov)

## REGIONAL MUTUAL AID AUTHORIZING RESOLUTION

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.

### FOR TYLER COUNTY:

Passed and Approved this \_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_ (Year)

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

### Please Complete Contact Information

Primary Contact: \_\_\_\_\_

Office Number: \_\_\_\_\_

24 Hour Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Office Number: \_\_\_\_\_

24 Hour Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_