

**MUTUAL AID CONTRACT
FOR
EMERGENCY SERVICES**

This **AGREEMENT**, made the 29th day of June 2010 by and between the public safety answering point of Wise County, hereinafter referred to as Wise County SO and the public safety answering points of the North Central Texas Regional Telecommunicators Emergency Response Taskforce, hereafter "NCTR-TERT".

Whereas, pursuant to the Texas Government Code Chapter 791.027. Emergency Assistance of the Interlocal Cooperation Act; Texas Government Code Chapter 418.111(c) Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975; and Local Government Code Chapter 362.002(b), Code, Wise County Coordinators shall, to the extent possible and reasonable, develop aid **AGREEMENTs** with adjacent jurisdictions for reciprocal emergency assistance, which Mutual Aid **AGREEMENTs** shall be ratified by the governing body of each jurisdiction involved; and

Whereas, by mutual execution of this **AGREEMENT**, *Wise County SO* and North Central Texas Regional Telecommunicator Emergency Response Taskforce, hereafter "NCTR-TERT", intend to formalize arrangements relative to certain reciprocal emergency assistance by and between said jurisdictions:

Collin County Allen, Frisco, McKinney, Murphy, Plano (MECD), Prosper and Special Districts
Dallas County Addison (MECD), Balch Springs, Cockrell Hill, Coppell (MECD), Dallas (MECD), De Soto-Cedar Hill-Duncanville (MECD), Farmers Branch (MECD), Garland (MECD), Glenn Heights (MECD), Highland Park (MECD), Hutchins (MECD), Lancaster (MECD), Meaquite (MECD), Richardson (MECD), Rowlett (MECD), Sachse, Seagoville, University Park (MECD), Wilmer, Wylie (MECD), and Special Districts
Denton County – Denco Area 9-1-1 District Carrollton, Denton, Flower Mound, Highland Village, Lake Dallas, Lewisville, Roanoke, The Colony, University of North Texas, Texas Woman's University, and Special Districts
Erath County Stephenville, Dublin, and Special Districts
Ellis County Ennis (MECD) Midlothian, Waxahachie, Red Oak (back up PSAP), and Special Districts
Hood County and Special Districts
Hunt County Commerce, Greenville, and Special Districts
Johnson County Alvarado, Cleburne, Keene, and Special Districts
Kaufman County Forney, Kaufman, Terrell, and Special Districts
Navarro County

Corsicana, and Special Districts
Palo Pinto County Mineral Wells, and Special Districts
Parker County Weatherford, Springtown, and Special Districts
Rockwall County Rockwall, and Special Districts
Somervell County and Special Districts
Tarrant County – Tarrant County 9-1-1 District Arlington PD, Azle, Bedford, Benbrook, Blue Mound, Burleson, Carefite, Colleyville, Crowley, Dalworthington Gardens, DFW Airport, Euless, Everman, Forest Hill, Fort Worth PD, Fort Worth FD, Grand Prairie, Grapevine, Haltom City, Hurst, Irving FD, Irving PD, Keller-Southlake ECC, Kennedale, Lake Worth, Mansfield, MEDSTAR, NAS FTW JRB, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom Park, Tarrant County Fire Alarm, Tarrant County SO, Watauga, Westover Hills Westworth Village, White Settlement FD, White Settlement FD, and Special Districts
Wise County Decatur, Bridgeport, and Special Districts

Now, therefore, witness that for and in consideration of the mutual promises and **AGREEMENTS** contained herein, the parties hereby agree as follows:

1. *Wise County SO* and the NCTR-TERT agree to furnish emergency services resources as defined in Section 418.000 of the Texas Government Code, to each other upon request of the Jurisdiction's Executive if available, or his/her designee, on a non reimbursable basis. It is specifically agreed that neither party is obligated or required to furnish any service or take any action pursuant to this **AGREEMENT**. Neither party shall present any claim against the other party for compensation of any cost, loss, damage, personal injury, nor death occurring in consequence of the performance of the services called for in the **AGREEMENT**.
2. This **AGREEMENT** shall apply to the following circumstances and/or situations:
 - a. The provision of emergency service resources by either or both Parties in response to the occurrence or the threat of a man-made, natural, terrorist or war-caused disaster;
 - b. The distribution of personnel, materials, supplies, equipment, and other forms of aid by and between the Parties;
 - c. The staffing and equipping of an emergency operation center responsible for coordinating the emergency response activity of either or both Parties affected by an actual or imminent disaster emergency;
 - d. The staffing of a Public Safety Answering Point or Public Safety Dispatch Point responsible for the receipt, processing, dispatching, and monitoring of emergency calls for assistance by either Party affected by an actual or imminent disaster emergency;

- e. Response to incidents (actual or imminent) which endanger the health, safety, or welfare of the public and which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract, or remove the danger caused by the incident;
 - f. Participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster emergency.
3. The dispatch, by either or both Parties, of emergency service resources pursuant to this **AGREEMENT** shall be subject to the following terms and conditions:
- a. Any request for aid hereunder shall specify the specific resources requested, however, an authorized representative of the responding organization shall determine the specific resources to be furnished;
 - b. The responding personnel shall report to the officer in charge at the location to which the resources are dispatched, and shall be subject to the orders and operational control of the requesting organization's officer in charge at the location of assignment;
 - c. The responding personnel/resources shall be released by the requesting organization when the services of the responding organization are no longer required or when the resources are needed within their normal emergency service area.
4. Plans for the orderly deployment and reception of resources of one Party by the other Party resulting from a disaster/emergency situation shall be developed by representatives of both parties and their respective organizations. Such plans shall include the method of transporting and receiving resources, the specific resources to be received at designated locations, the manner in which food, clothing, housing, and medical care shall be provided, the assignments of the personnel, anticipated utilization of resources, and other relevant factors.
5. This **AGREEMENT** shall become effective immediately upon its ratification by the appropriate representatives. Duly authenticated copies of this **AGREEMENT**, after approval, shall be deposited with each of the parties and/or their authorized representatives.
6. This **AGREEMENT** shall continue in force and remain binding upon each Party until the appropriate representative(s) take action to withdraw. Such action shall be effective until 90 days after notice of withdrawal to the other parties to this **AGREEMENT** has been filed.

IN WITNESS THEREOF, the undersigned Sheriff David Walker by their appropriate representatives have duly executed this Mutual Aid AGREEMENT for the emergency services the day and year first written above.

[Signature] _____ Date: 6-29-2010
Authorized Official

Susan Gaines _____ Date: 10-29-2010
Authorized Official

Approved/Ratified: 07/06/10 Bill McElhane - County Judge
Bill McElhane