

Emergency Mutual Aid Agreement

This Mutual Aid Agreement (the "Agreement") is entered into by, between, and among the City of Galveston, and The University of Texas Medical Branch Galveston ("UTMB"), both wholly or partially located within Galveston County, that by their signatures on this Agreement have consented to the terms of this Agreement (individually, a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, the Parties recognize the vulnerability of each to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that an agreement between or among the Parties in the form of personnel, equipment, and other resources during Emergencies to help with recovery; sharing of facilities for the ride out of personnel and equipment; the use of parking garages; and in the event of water loss the emergency use from the water tower located next to UTMB East Plant on Holiday Dr.

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal Agreement would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that assistance is accomplished in the minimum time possible, and desire to enter into this Agreement to provide Mutual Aid consistent with this agreement, and future plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

Terms and Conditions

1. RECITALS

The recitals set forth above are true and correct.

2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – Mutual Aid Agreement by and between City of Galveston and the University of Texas Medical Branch Galveston.
- b. Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, facilities, and other resources.
- c. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- d. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact.
- e. Requesting Party – the Party requesting Mutual Aid under this Agreement.
- f. Responding Party – the Party providing Mutual Aid assistance under this Agreement.

3. POINT OF CONTACT DESIGNATION

Each party shall provide with written protocol by which its' designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify in writing of any change in its Point of Contact protocol as soon as practicable.

4. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for mutual aid assistance. The request shall be documented by the Requesting Party and forwarded to each Party from whom assistance is sought.

5. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a finding of an Emergency as defined in this Agreement.
- c. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party

shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

- d. UTMB designates the top level of Garage #4, which includes 128 spaces, for use by the City of Galveston to park and store emergency vehicles during a major hurricane event.

6. DROUGHT CONTINGENCY

- a. The city of Galveston enacts its Drought Contingency Plan due to water supply shortages. In such event, UTMB shall reduce its water consumption to the fullest extent practical.

7. Insurance

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. 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.

8. WAIVER OF CLAIMS AGAINST PARTIES

Each Party hereto waives claims 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 part by the gross negligence of an officer or employee of another Party.

9. EXPENDING FUNDS

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

10. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

11. TERM

This Agreement shall become effective on August 1, 2019 and remain effective for a period of three (3) years, unless terminated pursuant to Section 18 of this Agreement. This Agreement shall automatically renew for a period of three years upon the completion of

the initial term and each subsequent term unless terminated pursuant to Section 18 of this Agreement.

12. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Mutual Aid under this Agreement.

13. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency.

14. RATIFICATION

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

15. CONFIDENTIALITY

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them to the extent necessary and permitted under applicable law. The Parties shall maintain the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state or federal privacy laws pertaining to the confidentiality of medical records.

16. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

17. 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.

18. AMENDMENT

The Parties agree that this Agreement may be reviewed annually by the Emergency Management Directors or their designees. The Parties further agree that the Agreement may be amended as needed. However, no amendments shall be allowed between June 1st and November 30th of each year's hurricane season. This locks in the performance period. At least thirty calendar days (30days) before an amendment or amendments will be considered and agreed upon, the Party shall send out notice to the other Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s). Upon approval of said amendment(s) by the Parties, the amendment(s) become(s) part of the Agreement each Party shall send an amended copy of the Agreement to the Point(s) of Contact of the Parties to the Agreement.

19. TERMINATION

Either Party, with or without cause, may give written notice of termination of participation in this Agreement to the other Party, and such termination shall be effective not earlier than 30 days after such notice.

20. 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.

21. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

22. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

[Signatures next page]

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, for which multiple counterparts shall be deemed to be an original.

City of Galveston

By: _____
Brian Maxwell
City Manager

Date: _____

UTMB

By: Cheryl A. Sedro
Cheryl A. Sedro, CPA, MSM
Chief Financial Officer

Date: 7/3/19
Content Review: NJA/sag