

**MUTUAL AID AGREEMENT FOR MASS EVACUATIONS  
BETWEEN THE  
DENTON INDEPENDENT SCHOOL DISTRICT  
AND  
CITY OF DENTON, TEXAS**

This Mutual Aid Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Denton, Texas, a Texas municipal corporation, hereinafter referred to as “City” and the Denton Independent School District, a Texas Political Subdivision, hereinafter referred to as “DISD.”

WHEREAS, the City has made and will continue to make plans concerning potential disasters and emergencies, including emergency evacuations;

WHEREAS, as part of making such plans the City has requested that DISD make a portion of its parking area(s) available at C.H. Collins Athletic Complex to assist the City with the City’s operations and conduct of any such emergency evacuations; and

WHEREAS, DISD has agreed to volunteer to assist the City on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement the parties agree as follows:

SECTION 1. Purpose of Agreement. The purpose of this Agreement is to establish a plan of action for the parties as they relate to DISD volunteering to provide the temporary use of portions of its parking lot at C.H. Collins Athletic Complex for the staging of public and privately owned vehicles (POVs) utilized for transportation during emergency evacuations in times of disasters and emergencies. On the terms, conditions and limitations set forth in this Agreement, portions of the DISD parking lot at C.H. Collins Athletic Complex would be designated as a temporary staging area for citizens to locate during an expedited evacuation until such a time as a public shelter or other accommodations can be established. Notwithstanding the DISD’s present expressed intention to volunteer to provide the temporary staging area as stated, it is understood by all parties that the DISD may be unwilling or unable to carry out these tasks as contemplated, and that no legal or equitable penalty or remedy, nor any incidental or consequential damages, are anticipated or bargained for in the event that the DISD chooses, for whatever reason or for no reason, not to accept the offer under the circumstances contemplated herein. It is also understood that the assistance requested or furnished may be refused, limited, or cancelled at the discretion of either of the parties to this Agreement. At any time upon written notice to the other party, either party may elect to terminate this Agreement in which case the termination shall be effective upon delivery of such notice and thereafter neither part shall have any further rights, duties or obligations under this Agreement.

SECTION 2. Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary use of portions of the DISD’s parking lot at C.H. Collins Athletic

Complex as a temporary staging area for citizens to locate during an expedited evacuation until such a time as a public shelter or other accommodations can be established as detailed under the terms and conditions of this Agreement.

SECTION 3. Request for Assistance. The temporary use of portions of DISD's parking lot at C.H. Collins Athletic Complex for use as a staging area may be requested by the City in response to any emergency evacuation need in times of an emergency or disaster as defined under Chapter 9 of the Denton City Code, including without limitations:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Terrorist Events;
- E. Relocation of victims of Disaster or Emergencies;
- F. Environmental Emergencies;
- G. Relocations due to Epidemics or Outbreaks of communicable disease;
- H. Any other matter requiring mass evacuations or relocations.

SECTION 4. Primary Responsibilities. It is understood by the City and the DISD that each party should be capable of fulfilling its prescribed plan of action under this Agreement. If at any time either party is unable to perform its planned functions under this Agreement, the affected party shall immediately provide notice to the other. If DISD, for any reason or no reason, is unable to perform any or all of its planned functions under this Agreement no legal or equitable penalty or remedy, nor any incidental or consequential damages may be sought, alleged or claimed against DISD.

SECTION 5. Procedure for Requesting Mutual Aid.

- A. Request. A request for mass evacuation assistance shall only be made by the individuals listed in the Addendum. This request shall include a description of the disaster, emergency or other situation creating the need for assistance, and the approximate number of vehicles expected to arrive at the staging area.
- B. Reply. A reply to any request for mass evacuation assistance shall be made by the Superintendent of the DISD or his/her designee. If the DISD grants the request, it shall immediately inform the City as to the location of the portion(s) of the parking lot at C.H. Collins Athletic Complex which vehicles are to utilize and the approximate number of vehicles the designated portion(s) of the parking lot can accommodate. It is understood an agreed that DISD, for any reason or no reason, may elect to not agree to perform under this Agreement following a request made under Section 5A above.
- C. Authority. The DISD and City personnel shall be responsible at all times for acting within the policies and procedures set forth in their respective workplace policy and procedure manuals, rules and/or regulations. If assistance is requested by the City and DISD elects to provide assistance under this Agreement, DISD and City of Denton personnel shall use their reasonable good faith efforts to cooperate with each other in order to effectively execute the emergency evacuations in accordance with the City's mass evacuation plan.

SECTION 6. Responsibilities of the Parties. In consideration of the mutual aims and desires of the parties to this Agreement, the City and the DISD further agree as follows:

A. In any case where DISD has volunteered to provide assistance, DISD agrees to:

1. Provide a designated area or areas of the parking lot at C.H. Collins Athletic Complex for use as a staging area during periods of community emergency evacuation.
2. Provide on-site ingress traffic assistance to the designated parking area, if possible. Routing may have to be worked through the City's emergency command center (Fire or Police), depending on the situation causing the evacuation.
3. Provide an emergency contact number for making this request.
4. Provide a management listing of its personnel who are authorized to respond to a request for assistance as listed in the Addendum which is attached to and made a part of this Agreement for all purposes.
5. DISD is not responsible for theft or damage to vehicles or contents while on their property.
5. Participate in City training exercises when requested and available to do so while this Agreement remains in force.

B. The City agrees to:

1. Provide a management listing of personnel who can authorize activation of this Agreement and who can make a request for assistance who are listed in the Addendum.
2. Take appropriate measures to expedite opening of a shelter or other accommodations through the American Red Cross, so as to return use of the parking lot to DISD in a timely manner in the same condition as it were in prior to the acceptance of the request for emergency assistance subject only to ordinary wear and tear. It is agreed and understood that DISD has agreed to volunteer the use of portions of its parking lot at C.H. Collins Athletic Complex under this Agreement so long as the parking lot is used as a temporary "transfer point" and is not used as a place of shelter or accommodation. The City will not make use of any portion of the parking lot at C.H. Collins Athletic Complex under this Agreement unless prior to arrival of any persons, the City has an agreement or agreements with groups or agencies such as the American Red Cross to provide such persons with shelter or other accommodations, so that the persons will not remain at the parking lot at C.H. Collins Athletic Complex except on a temporary basis while awaiting a prompt transfer to another location.

3. At all times during any activity on the parking lot at C.H. Collins Athletic Complex provided by DISD and otherwise at any time while persons are present on the parking lot at C.H. Collins Athletic Complex as a result of the activities of the City under this Agreement, provide law enforcement officers for security assistance and to direct ingress and egress out of DISD parking lot.
4. The City is not responsible for theft or damage to vehicles or contents while utilizing the DISD parking lot at C.H. Collins Athletic Complex as an evacuation staging area.
5. Conduct periodic training exercises on emergency evacuation in accordance with the City's mass evacuation plan and invite DISD to participate.

SECTION 7. Allocation of Costs. When a request is made to the DISD, they may provide use of part or all available areas of their parking lot at C.H. Collins Athletic Complex for use as a staging area during emergency evacuations. The parking areas shall be made available free of charge. Should any costs be incurred, such costs will be the full responsibility of the participants who incur them.

SECTION 8. Term, Amendment or Cancellation. This Agreement shall continue in effect until terminated by either party hereto and may be cancelled at any time by either the City or the DISD upon written notice. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and may only be amended by a written amendment executed by both parties.

SECTION 9. Employment Status. Nothing herein shall be construed or interpreted to imply that the DISD personnel shall be employees of the City or that any of the parking areas at C.H. Collins Athletic Complex will become the property of the City.

SECTION 10. No Duty Imposed. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties. Any performance undertaken pursuant to this Agreement shall be completed as a part of the governmental function of providing emergency services to the public in general and this Agreement is not meant to and shall not be construed as imposing any duty, public or private, on any party hereto to provide any assistance, aid, or care to the other party or to any third party.

SECTION 11. Mutual Responsibility and Preservation of Defenses. The City agrees to and accepts full responsibility for the acts, negligence and/or omissions of all City employees and agents, City's subcontractors and/or contract laborers in performing services under this Agreement with DISD. DISD agrees to and accepts full responsibility for acts, negligence, and/or omissions of all DISD employees and agents, DISD subcontractors and/or contract laborers performing services under this Agreement. It is further agreed that if a claim or liability should arise from the joint or concurring negligence of both parties hereto, it shall be borne by them comparatively in accordance with the laws of the State of Texas. This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitation, the defense of governmental immunity and the limitations or liability imposed during times of disaster and emergency by Chapter 9 of the City Code, Chapter 418 of the Government Code and other applicable laws.

SECTION 12. Controlling Law and Venue. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto shall be governed by the laws of the State of Texas. Venue of any litigation or dispute involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

SECTION 13. Severability. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

In witness whereof, the parties have signed this Agreement by their duly authorized representatives noted below.

By: \_\_\_\_\_  
George C. Campbell  
City Manager

By: \_\_\_\_\_  
Mia Price  
President, DISD Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
Jennifer Walters,  
City Secretary

Attest:  
Dr. Rudy Rodriguez  
Secretary, DISD Board of Trustees

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to Legal Form:  
Anita Burgess, City Attorney

Approved as to Legal Form:  
Randolph W. Stout, DISD General Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

**ADDENDUM**

**City of Denton**

In accordance with this Mutual Aid Agreement, paragraph 6b (1), the following individuals are authorized to make contact with the DISD (telephone number) to obtain services under this agreement, using their official office phone number as their security code:

<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
Mr. George Campbell, City Mgr.	940-349-8307	_____
Mr. Fred Greene, Asst. CM	940-349-8354	_____
Chief Ross Chadwick, FD	940-349-8830	_____
Interim Chief Paul Abbott, PD	940-349-7925	_____
Mr. Mark Nelson, Transp. Dir.	940-349-7702	_____
Mr. Michael Penaluna, EMC	940-349-8836	_____

**NOTE:** Signature above denotes agreement to make contact with the DISD for the express purpose of obtaining services under this Mutual Aid Agreement only for actual emergency or training exercises.

**DISD**

When one of the authorized individuals calls the prescribed number, the DISD will decide if it can support the request. If so, the person taking the call will authenticate the request and process the request in a timely manner, making sure the caller is informed immediately if assistance can be provided. The persons listed below are authorized to accept a request for assistance from the above City authorized individuals.

<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
Dr. Ray Braswell, Superintendent	940-369-0001	_____
Mr. Jamie Wilson, Asst. Supt.	940-369-0031	_____
Mr. Paul Andress, Director	940-369-0230	_____