

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

This Mutual Aid Agreement is made and entered into this **13th** day of **March 2007**, 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 and DISD wish to enter into an Agreement to facilitate emergency evacuations during disasters and emergencies;

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 providing the temporary use of its buses, vehicles, equipment and personnel to assist with the public transportation during emergency evacuations in times of disasters and emergencies which cannot be met with the usual resources and facilities in accordance with the City’s mass evacuation plan; and to provide for the reimbursement of the DISD’s expenses as a result of DISD’s substantial performance of the tasks described herein. Notwithstanding the DISD’s present expressed intention to follow the emergency evacuation plan 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, 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 recalled at the discretion of either of the parties to this Agreement.

SECTION 2. Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer and use of the DISD’s buses, other vehicles, equipment and personnel from its jurisdiction to the City’s jurisdiction under the terms and conditions of this Agreement. Any of the DISD’s personnel that are temporarily transferred to the jurisdiction of the City shall have all the power and authority under the law that they had as employees of the DISD and shall have all the authority of emergency officers and employees under the law including without limitation the authority granted by Chapter 9 of the Denton City Code.

SECTION 3. Request for Assistance. The temporary transfer of DISD's buses, personnel and other assets may be requested by the City in response to any public transportation 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.

SECTION 5. Procedure for Requesting Mutual Aid.

- A. Request. A request for mass evacuation assistance shall only be made by the City's Mayor, Mayor Pro Tem or the Mayor's successor in case of unavailability or his/her designee or the City Manager or his/her designee. This request shall include a description of the disaster, emergency or other situation creating the need for assistance and the number of buses, other vehicles, personnel and equipment requested, the location to which they are to be dispatched and the person or persons to whom they are to report.
- 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 of the number of buses, other vehicles, personnel and equipment it will provide.
- C. Authority. The personnel temporarily transferred by the DISD will report to the person or persons designated as the person in charge at the designated location and shall be subject to the lawful orders and commands of these persons. The DISD personnel shall be responsible at all times for acting within the policies and procedures set forth in all applicable DISD policy and procedure manuals, rules and/or regulations. The assisting DISD personnel and the City personnel shall use their best efforts to cooperate with, and aid each other to effectively execute the emergency evacuations in accordance with the City's mass evacuation plan.
- D. Release of Personnel. The DISD personnel temporarily transferred shall be released by the City's person in charge when their services are no longer required or when they are needed to respond to emergency situations in other parts of their service area; provided however, the DISD personnel shall use their best efforts to complete the requested mass evacuation transportation services prior to being released.

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. The DISD agrees to:

1. Provide buses, other vehicles, equipment, personnel and transportation services during emergency evacuation situations via the most economical, but prudent, manner available to transport persons to safe areas.
2. Provide priority routing of transport vehicles, 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. Participate in City training exercises when requested and available to do so while this Agreement remains in force.
6. Provide any other emergency transportation services that are warranted and deemed necessary by the parties under the circumstances.

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. Keep the buses, other vehicles and equipment neat and clean.
3. Follow City-established rules for parking and facility entry.
4. Take appropriate care of the buses, vehicles and other equipment and return them in a timely manner in the same condition as they were in prior to the acceptance of the request for emergency assistance subject only to ordinary wear and tear.
5. Conduct periodic training exercises on emergency evacuation in accordance with the City's mass evacuation plan and invite DISD to participate.
6. Provide a purchase order number for authorization of transportation vehicles.

SECTION 7. Allocation of Costs. When a request is made to the DISD, they may provide transportation in the most economical and prudent fashion. Should the DISD do so; the City will pay for any associated cost of providing this transportation including the provision of buses, other vehicles, equipment and personnel. Providing, however, both the DISD and the City will cooperate fully to recover all costs incurred by the mass evacuation event from the Federal Emergency Management Agency, the Department of Homeland Security or any successor agencies.

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 and the parties may mutually agree to amend this Agreement at any time by the express written consent of both parties.

SECTION 9. Employment Status. Nothing herein shall be construed or interpreted to imply that the DISD personnel temporarily transferred in accordance with this Agreement shall be employees of the City or that any of the buses, other vehicles or equipment so transferred 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. City agrees to and accepts full responsibility for the acts, negligence and/or omissions of all City's employees and agents, City's subcontractors and/or contract laborers in performing services under this Agreement with the DISD. DISD agrees to and accepts full responsibility for acts, negligence, and/or omissions of all DISD's employees and agents, DISD's 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.

City of Denton, Texas

Denton Independent School District (DISD)

By: _____
Perry R. McNeill Mayor
Mayor

By: _____
Mia Price
President, DISD Board of Trustees

Date: _____

Date: _____

Attest:
Jennifer Walters,
City Secretary

Attest:
Virginia Gallian,
Secretary, DISD Board of Trustees

By: _____

By: _____

Approved as to Legal Form:
Edwin M. Snyder, 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 duty phone number as their security code:

<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
Mayor Perry McNeill, Mayor	940-349-7717	_____
Mr. George Campbell, City Mgr.	940-349-8560	_____
Mr. Jon Fortune, Asst. CM	940-349-8535	_____
Chief Ross Chadwick, FD	940-349-8830	_____
Acting Chief Scott Langford, PD	940-349-7925	_____
Mr. Mark Nelson, Transp. Dir.	940-349-7702	_____
Mr. Michael Penaluna, EMPM	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>
Dr. Ray Braswell, Superintendent	940-369-0001	_____
Dr. Roger Rutherford, Asst Supt.	940-369-0133	_____
Mr. Jamie Wilson, Asst. Supt.	940-369-0031	_____
Mr. Norm Sisk, Exec. Dir.	940-369-0220	_____