

**MUTUAL AID AGREEMENT FOR EVACUATIONS  
BETWEEN THE  
DENTON INDEPENDENT SCHOOL DISTRICT  
AND  
UNIVERSITY OF NORTH TEXAS**

This Mutual Aid Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the University of North Texas, an institution of higher education, hereinafter referred to as "UNT" and the Denton Independent School District, a Texas Political Subdivision, hereinafter referred to as "DENTON ISD."

WHEREAS, UNT and DENTON ISD 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 DENTON ISD providing the temporary use of its buses, vehicles, equipment, and personnel to assist with public transportation during emergency evacuations in times of disasters and emergencies which cannot be met with the usual resources and facilities in accordance with UNT's Emergency Operations Plan. Notwithstanding the DENTON ISD's present expressed intention to follow the emergency operations plan as stated, it is understood by all parties that the DENTON ISD 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 DENTON ISD 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 use of the DENTON ISD's buses, other vehicles, equipment, and personnel from its jurisdiction to UNT under the terms and conditions of this Agreement. Any of the DENTON ISD's personnel that are temporarily transferred to the jurisdiction of UNT shall have all the power and authority under the law that they had as employees of the DENTON ISD, and shall be given all the authority of emergency officers and employees under the law.

SECTION 3. Request for Assistance. The temporary use of DENTON ISD's buses, personnel, and other assets may be requested by UNT in response to any public transportation emergency evacuation need in times of an emergency or disaster as defined under UNT Emergency Operations, 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 UNT and the DENTON ISD 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 evacuation or emergency assistance shall only be made by the University President, Senior Vice President for Finance and Administration, UNT Chief of Police, Senior Director of Transportation Services, Director of Emergency Management, or their respective successors. 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 DENTON ISD's Superintendent or the Superintendent's designee. If the DENTON ISD grants the request, it shall immediately inform UNT of the number of buses, other vehicles, personnel, and equipment it will provide.
- C. Authority. DENTON ISD personnel will report to the person or persons designated as the person in charge at the designated location and shall provide assistance as requested. . One person from the DENTON ISD personnel temporarily transferred will be designated as foreman or otherwise identified as the senior person within the DENTON ISD group and will serve as the point of contact and liaison between the DENTON ISD and UNT personnel on site. The DENTON ISD personnel shall be responsible at all times for acting within the policies and procedures set forth in all applicable DENTON ISD policy and procedure manuals, rules and/or regulations. The assisting DENTON ISD personnel and UNT personnel shall use their best efforts to cooperate with and aid each other to effectively execute the emergency situation or evacuations in accordance with UNT's Emergency Operations Plan.
- D. Release of Personnel. The DENTON ISD personnel shall be released by UNT'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 DENTON ISD personnel shall use their best efforts to complete the requested evacuation transportation services prior to being released.

SECTION 6. Responsibilities of the Parties. In consideration of the mutual aids and desires of the parties to this Agreement, UNT and the DENTON ISD further agree as follows:

A. The DENTON ISD 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 County's emergency operations center.
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 UNT 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. UNT agrees to:

1. Provide a listing of personnel who can authorize activation of this Agreement and who can make a request for assistance in the Addendum.
2. Keep the buses, other vehicles, and equipment neat and clean.
3. Follow established laws or 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. A condition form on each bus, vehicle, or equipment should be completed and signed by designated DENTON ISD and UNT personnel upon arrival, and again upon completion of service rendered, with copies provided to both DENTON ISD and UNT.
5. Conduct periodic training exercises on emergency evacuation in accordance with the mass evacuation plan and invite DENTON ISD to participate.

SECTION 7. Allocation of Costs. When a request is made to the DENTON ISD, they may provide transportation in the most economical and prudent fashion. Should the DENTON ISD do so, the DENTON ISD may bill UNT for any actual cost of providing this transportation including the provision of buses, other vehicles, equipment and personnel. Providing, however, both the DENTON ISD and UNT 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 UNT or the DENTON ISD 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 DENTON ISD personnel temporarily utilized in accordance with this Agreement shall be employees of UNT or that any of the buses, other vehicles, or equipment will become the property of UNT.

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 UNT's function of providing emergency services to the UNT community 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. UNT agrees to and accepts full responsibility for the acts, negligence and/or omissions of all UNT employees and agents, UNT's subcontractors and/or contract laborers in performing services under this Agreement with the DENTON ISD. DENTON ISD agrees to and accepts full responsibility for acts, negligence, and/or omissions of all DENTON ISD's employees and agents, DENTON ISD'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 Code of Ordinances of the City of Denton, Texas, Chapter 418 of the Texas 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.

**University of North Texas**

**Denton Independent School District  
(DENTON ISD)**

By: \_\_\_\_\_  
Bob Brown  
Senior VP, Finance and Administration

By: \_\_\_\_\_  
(Barbara Burns)  
President, DENTON ISD Board of Trustees

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

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

Attest:  
(Douglas Chadwick)  
Secretary, DENTON ISD Board of Trustees

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

Approved As To Legal Form:  
(Deron Robinson)  
DENTON ISD General Counsel

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

## **ADDENDUM**

### **University of North Texas**

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

<u>Name</u>	<u>Telephone Number</u>
<u>Neal Smatresk, President</u>	<u>940-565-2026</u>
<u>Bob Brown, Senior VP for Finance and Administration</u>	<u>940-565-2055</u>
<u>Ed Reynolds, Chief of Police</u>	<u>940-369-7118</u>
<u>Scotie Selman, Director of EMSS</u>	<u>940-369-6153</u>
<u>William Donovan, Senior Director of Transportation Services</u>	<u>940-891-6772</u>

### **DENTON ISD**

When an authorized individual calls the prescribed number, DENTON ISD 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 authorized individuals.

<u>Name</u>	<u>Telephone Number</u>
<u>Jim Watson, Director of Transportation</u>	<u>940-369-0097</u>
<u>Dr. Jeff Russell, Area Superintendent</u>	<u>940-369-0039</u>
<u>Dr. Richard, Valenta, Deputy Superintendent</u>	<u>940-369-0041</u>