

MASTER MUTUAL AID AGREEMENT
LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC"). WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters. NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418,433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.
2. **Scope of Agreement.**
 - (a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision. of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government. Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

- (b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3. **Request for Assistance.** The request for assistance will:

- (a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- (b) be made by the highest ranking authority of Requesting Party available at the time of need,
- (c) be made to the highest ranking authority of the Responding Party available at the time of need, and
- (d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command.**

- (a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.
- (b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.
- (c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.
- (d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

5. **Training Exercises.** The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.
Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.
7. **Responsibility for Response Costs.** A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. Current FEMA Guidelines will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. This will be referenced and processed through Texas Government Code Sec 418.1181 Reimbursement of Costs: Request by Local Government Entity. This is dependent on State and/or Federal reimbursement are formally available.
8. **Participation Notice.** Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
9. **Administrative Services.** The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.
10. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.

11. **Inventory and Database.** A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information. This will be maintained yearly by the agreeing entity and sent to the LRGVDC to maintain a rolling data base every October 1 of the calendar year.
12. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.
13. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
14. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.
15. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
17. **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto 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 in part by the negligence of an officer, employee, or agent of another Party.
18. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.
19. **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
21. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.
22. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.
23. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.
24. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
25. **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.
26. **Warranty.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
27. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that City of Mission has approved participation in the Master Mutual Aid Agreement of the Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

Signature

Date

Printed or Typed Name

Position

**CITY OF MISSION PARTICIPATION ADDENDUM
TO THE MASTER MUTUAL AID AGREEMENT
OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**

This City of Mission Participation Addendum (the “Addendum”) is adopted and executed by the City of Mission, Texas (the “City”), in connection with the City’s participation in the Master Mutual Aid Agreement of the Lower Rio Grande Valley Development Council (the “Master Agreement”). This Addendum is attached to and incorporated into the City’s Participation Notice under Section 8 of the Master Agreement.

WHEREAS, Section 6 of the Master Agreement authorizes supplementary agreements and protocols governing mutual-aid response;

WHEREAS, the City desires to clarify the reimbursement and civil-liability provisions applicable whenever the City requests or provides assistance under the Master Agreement; and

WHEREAS, the City’s participation in the Master Agreement is expressly conditioned upon the terms of this Addendum;

NOW, THEREFORE, the City adopts the following terms as part of its participation in the Master Agreement:

1. Incorporation; Application; Priority.

This Addendum applies to every request under the Master Agreement in which the City is either the Requesting Party or the Responding Party. Capitalized terms not defined in this Addendum have the meanings assigned in the Master Agreement. If this Addendum conflicts with the Master Agreement, this Addendum controls as to the City and the particular request involving the City.

2. Federal or State Declarations and Grant Funding.

The Parties acknowledge that eligibility for state or federal reimbursement may depend upon a qualifying declaration, applicable damage thresholds, program eligibility, and compliance with documentation and cost requirements. Those requirements govern the availability of grant funding and do not constitute a representation or guarantee that funding will be awarded. A federal or state declaration, and the availability or receipt of state or federal funds, are not conditions precedent to a Requesting Party’s contractual obligation to reimburse a Responding Party after assistance is requested and accepted under the Master Agreement. Nothing in this Addendum limits the City’s sole discretion to decline a request for assistance or to determine the level of assistance it will provide.

3. Replacement of Section 7 as to the City.

Solely with respect to a request involving the City, Section 7 of the Master Agreement is deleted and replaced with the following:

“7. RESPONSIBILITY FOR RESPONSE COSTS

- (a) Reimbursement Obligation.** The Requesting Party shall reimburse the Responding Party for reasonable, necessary, actual, and documented costs incurred in furnishing assistance that was requested and accepted under this Agreement. Reimbursable costs may include personnel costs, operation and maintenance of equipment, repair or replacement of damaged equipment to the extent not otherwise recovered, supplies, materials, food, lodging, and transportation. Costs must be consistent with applicable law and, when state or federal reimbursement is sought, applicable grant cost principles and documentation requirements.
- (b) Records and Claim.** The Responding Party shall maintain contemporaneous records sufficient to establish the personnel, equipment, materials, services, dates, hours, rates, and other costs associated with the assistance. Unless extended by written agreement, the Responding Party shall submit an itemized claim

within ninety (90) days after its assistance ends. The Requesting Party may request reasonable supporting documentation before determining that a claim is complete.

- (c) **Payment.** The Requesting Party shall pay all undisputed amounts no later than ninety (90) days after receiving a complete claim. The Requesting Party shall identify any disputed item in writing with reasonable specificity, and the Parties shall confer in good faith to resolve the dispute. No Party is required to reimburse a cost that was not requested or authorized, is unsupported by required documentation, or was incurred outside the scope of the assistance accepted by the Requesting Party.
- (d) **Current Revenues.** Each Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying Party, as required by Texas Government Code Section 791.011(d)(3).
- (e) **State or Federal Reimbursement.** The Requesting Party shall timely pursue any available state or federal reimbursement for eligible costs and, when applicable, shall include the eligible costs of the Responding Party in the Requesting Party's grant or subgrant claim and disburse the applicable state or federal share to the Responding Party. The Parties shall reasonably cooperate in preparing and supporting any claim. The availability or receipt of state or federal funds does not relieve the Requesting Party of its reimbursement obligation under this Section.
- (f) **Compensation and Benefits.** Personnel assigned, designated, or ordered to perform duties under this Agreement shall continue to receive from the Responding Party the wages, salary, pension, compensation, and benefits, including injury or death benefits, disability payments, and workers' compensation benefits, that would apply if the services had been rendered within the Responding Party's jurisdiction. The Responding Party shall remain responsible for paying its personnel in the first instance.
- (g) **Waiver.** A Responding Party may waive reimbursement of all or part of its costs by a written waiver executed by an authorized official. A waiver shall not be implied from delay, past practice, or the availability of state or federal funds."

4. Replacement of Section 16 as to the City.

Solely with respect to a request involving the City, Section 16 of the Master Agreement is deleted and replaced with the following:

"16. CIVIL LIABILITY TO THIRD PARTIES

- (a) **Fire and Emergency Services.** Pursuant to Texas Government Code Section 791.006(a-1), each Responding Party shall be responsible, to the extent provided by law, for civil liability arising from its own acts or omissions and the acts or omissions of its officers, employees, agents, personnel, and equipment while furnishing fire or emergency services under this Agreement. The Parties expressly acknowledge that this assignment of responsibility is intended to be different from the liability otherwise assigned under Texas Government Code Section 791.006(a).
- (b) **Other Services.** For services not governed by Texas Government Code Section 791.006(a-1), each Party shall remain responsible, to the extent provided by law, for its own acts and omissions and those of its officers, employees, agents, and personnel. No Party assumes responsibility for the acts or omissions of another Party.
- (c) **No Indemnity or Waiver.** This Section allocates responsibility between the Parties only. It does not create or enlarge any cause of action, require one Party to indemnify or defend another Party, waive governmental or official immunity, or alter any defense or limitation of liability available under the Texas Tort Claims Act or other applicable law."

5. No Other Amendment.

Except as expressly provided in this Addendum, the Master Agreement remains unchanged and in full force and effect. The immunity, no-third-party-beneficiary, severability, governing-law, and other provisions of the Master Agreement continue to apply.

6. Effective Date; Incorporation and Distribution.

This Addendum becomes effective as to the City upon approval and execution by the City and shall remain effective for so long as the City participates in the Master Agreement. The LRGVDC shall maintain this Addendum with the City’s Participation Notice and distribute it to the participating Parties. A participating Party that, after receiving notice of this Addendum, requests assistance from the City or accepts assistance requested by the City acknowledges that this Addendum governs that request.

APPROVED by lawful action of the City Council of the City of Mission, Texas, on _____, 2026, and executed on the dates stated below.

CITY OF MISSION, TEXAS

ATTEST:

By: Authorized City Official

Anna Carrillo, City Secretary

Printed Name

Date

Title

Date

APPROVED AS TO FORM:

Eden Ramirez, Jr., City Attorney

Date