

**INTERLOCAL AGREEMENT**

THE STATE OF TEXAS   §  
   §  
COUNTY OF \_\_\_\_\_                                     §

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between \_\_\_\_\_ **County Department of Education** (the “Department of Education”), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Board of Trustees, and \_\_\_\_\_ (the “District”), an Independent School District of the State of Texas, acting by and through its governing body, the Board of Trustees. This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and Chapter 418 of the Texas Government Code (the Texas Disaster Act of 1975).

**RECITALS:**

The parties hereto recognize the vulnerability of the people, communities and schools located within \_\_\_\_\_ County, Texas to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action; and

The full and effective utilization of the resources available to the Department of Education and the District is necessary for the prompt and efficient rescue, care and treatment of persons victimized or threatened by disaster; and

The parties hereto desire to enter into an agreement to provide mutual aid assistance consistent with the mutual aid plans developed by the emergency management council and approved by the governing bodies of the Department of Education and the District;

**NOW, THEREFORE,** the Department of Education and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**TERMS:**

I.

The Department of Education and the District shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid assistance. The plan, approved by the governing body of each party, shall be submitted to the Governor’s Division of Emergency Management.

In carrying out the emergency management plans and programs, the parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (c) Selection of all materials, equipment or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either party hereto;
- (d) The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic, prior to, during and subsequent to exercises or disasters; and
- (e) The safety of public meetings or gatherings.

As further set forth below, each party shall coordinate the emergency responses within its scope of responsibility under this agreement.

Either party, when requested to provide mutual aid assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof, provided however, the entity rendering aid may withhold resources to the extent necessary to provide other necessary governmental functions. The Department of Education will coordinate communications and requests for assistance by and through its Center for Safe and Secure Schools. When a request for emergency assistance is received, the Project Manager of the Center for Safe and Secure Schools will assume the role of acting Emergency Management Coordinator unless and until the Department of Education activates its crisis management plan. The District, while performing services enumerated herein, shall have the same powers, duties, rights, privileges and immunities as if it were performing said duties within its area. Police, fire, and emergency response personnel shall be subject to the command and control of their respective departments, however the respective departments shall coordinate their emergency responses through the emergency management authorities of the party receiving assistance.

Each request for mutual aid assistance shall be made through the Emergency Management Coordinator of the party requesting aid, after approval by the requesting party's chief executive or governing body, to the Emergency Management Coordinator of the other party. The regional headquarters of the Texas Department of Public Safety shall be notified immediately whenever mutual aid is requested pursuant to this agreement.

In the event of rapidly developing emergencies occurring near, but outside of the area of the District, the District's police and/or emergency responders will respond as they are able,

without the prior request of the Department of Education, as provided by applicable law. The District's emergency response units will establish control of the scene. The Department of Education and staff representing other districts or other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs of the requesting District and the District's resources will remain on the scene as needed. In such event this Agreement shall be in effect.

III.

Nothing in this agreement shall be construed as making either party responsible for the payment of compensation and/or any benefits for the other party's employees.

IV.

The mutual obligations herein shall constitute full compensation for all services, and neither party shall be entitled to any reimbursement for assistance hereunder. Neither party shall have any liability for failure to expend funds to provide aid hereunder. The sole remedy for failure to provide aid in accordance with this Agreement is termination.

V.

Neither party to this agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

VI.

This Agreement shall continue in force and remain binding on each party until such time as the governing body of either the District or Department of Education terminates said agreement. It is mutually agreed that the party requesting termination shall notify the other party, in accordance with the notice provision contained in Section VII, at least 90 days prior to any action taken to terminate this Agreement by either the Board of Trustees of the District or the Department of Education.

VII.

Any notice required to be given under provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage affixed and duly certified, return receipt requested, in a United States post office, address to the District or the Department of Education at the following addresses.

To the District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Department of Education: \_\_\_\_\_ County Department of Education

\_\_\_\_\_

\_\_\_\_\_, Texas 77000-0000  
Attention: Office of the Superintendent

Either party may designate a different address by giving the other party ten days' written notice.

VIII.

This Agreement and the obligations of the parties hereto are subject to all applicable rules, regulations and laws of the State of Texas.

IX.

The presiding officer of the governing body of each party to this Agreement shall notify the Division of Emergency Management of the manner in which the party is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information that the Division requires. The person so designated shall accomplish training prescribed by the Division.

As used in this Agreement, the term "disaster" has the meaning given it in Texas Government Code 418.004.

X.

This Agreement should be construed in a manner consistent with the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code, and as it may hereafter be amended.

XI.

Mandatory and exclusive venue of any dispute between the parties to this Agreement shall be in \_\_\_\_\_ County, Texas.

**IN WITNESS WHEREOF**, the Department of Education and the District have made and executed this Agreement in duplicate counterparts, each of which is an original.

\_\_\_\_\_ **COUNTY**

By: \_\_\_\_\_  
County School Superintendent

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

**SCHOOL DISTRICT**

By: \_\_\_\_\_  
District Superintendent

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

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

The \_\_\_\_\_ County Department of Education Board of Trustees, convened at a meeting of said Trustees at the \_\_\_\_\_ County Department of Education Building in the City of \_\_\_\_\_, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_ 2003, with the following members present, to-wit:

_____	President
_____	
_____	
_____	
_____	

And the following members absent to-wit: \_\_\_\_\_ and \_\_\_\_\_ constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE \_\_\_\_\_ COUNTY DEPARTMENT OF EDUCATION AND

\_\_\_\_\_ (Name of school district)

Trustee \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Trustee \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
_____	President	<u>  X  </u>	_____	_____
_____	Vice-President	_____	_____	_____
_____		_____	_____	_____
_____		<u>  X  </u>	_____	_____
_____		<u>  X  </u>	_____	_____
_____		<u>  X  </u>	_____	_____
_____		<u>  X  </u>	_____	_____

The Board President thereupon announced that the motion had duly and lawfully carried and that the order had been lawfully adopted. The order thus adopted follows:

## R E C I T A L S

The \_\_\_\_\_ County Department of Education (the Department of Education) and the \_\_\_\_\_ (the District) recognize the vulnerability of the people and communities located within \_\_\_\_\_ county, Texas to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action; and

The full and effective utilization of the resources available to the Department of Education and the District is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster; and

The Department of Education and the District desire to enter into an agreement to provide mutual aid assistance consistent with the mutual aid plans developed by the emergency management council and approved by the governing bodies of the Department of Education and the District; and

The \_\_\_\_\_ County Department of Education Board of Trustees desires to approve the Department of Education's entering into an Interlocal Agreement with the District based on the aforesaid representations. **NOW THEREFORE,**

**BE IT ORDERED BY THE \_\_\_\_\_ COUNTY DEPARTMENT OF EDUCATION BOARD OF TRUSTEES THAT:**

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Agreement is approved and the \_\_\_\_\_ County Department of Education Superintendent or his designee is authorized to execute the attached Interlocal Agreement with the \_\_\_\_\_, to provide mutual aid assistance. The Agreement is attached hereto and made a part hereof for all purposes.