

EMERGENCY MUTUAL AID AGREEMENT

WHEREAS, pursuant to Chapter 418 of the Texas Government Code a requesting local governmental entity may seek mutual aid assistance from a responding local governmental entity under the Texas Statewide Mutual Aid System during the pendency of a proclaimed disaster; and,

WHEREAS, the Governor of the State of Texas declared a disaster pursuant to Section 418.104 for the of the Texas Government Code related to severe storms and flooding events that began on May 27, 2023, and that included heavy rainfall, flash flooding, and hazardous wind gusts, causing widespread and severe property damage, injury, or loss of life in Bailey, Briscoe, Castro, Deaf Smith, Garza, Hale, Lamb, Lynn, Parmer, Potter, Randall, and Roberts counties; and,

WHEREAS, the Judge of Randall County, Texas declared a disaster pursuant to Section 418.108 of the Texas Government Code related to severe weather and prolonged rainfall that has caused extensive flooding in the county placing property and persons in immediate danger; and

WHEREAS, the Village of the Palisades ("PALISADES") and the City of Amarillo ("AMARILLO") are political subdivisions of the State of Texas located in Randall County; and,

WHEREAS, as a result of the extensive and continuing rainfall and widespread flooding large areas of standing and/or stagnate water have provided a breeding ground for mosquitos that have hindered the emergency response of local entities; and,

WHEREAS, mosquitos are vectors for disease and are a nuisance per the Texas Health and Safety Code; and,

WHEREAS, mosquito populations in the PALISADES area have tested positive for West Nile virus and encephalitis; and,

WHEREAS, abating mosquitos during the pendency of the disaster cannot be adequately managed with PALISADES resources (staff and materials).

THEREFORE, in accordance with provisions of TEX. GOV. CODE sec. 418.109(d), TEX. GOV. CODE sec. 418.115(b), and TEX. GOV. CODE 418.1181 the PALISADES hereby requests assistance with abating mosquitos from AMARILLO and accepts same subject to the terms, conditions, and exceptions stated herein.

Section 1. Parties agree that: (1) each waives all claims, demands, and damages against the other for personal injury, death, property damage or destruction, occurring in the course of performing this agreement; and, (2) this agreement does not waive any sovereign, official, or qualified immunity, protections of the Texas Tort Claims Act, or other defenses, that either party may have or assert regarding acts or omissions in the course of performing this agreement.

Section 2. PALISADES warrants and agrees that: (1) AMARILLO personnel and equipment shall be and remain under the control and command of an AMARILLO supervisor who will coordinate deployment and use with PALISADES; (2) AMARILLO has the right to withdraw personnel, equipment, and materials if same is needed in Amarillo or for any other reason; (3) except for certain heavy equipment, most AMARILLO equipment is not suited to rough terrain, so its primary operations shall be on and along improved areas; and (4) it will pay to AMARILLO the costs of providing requested services hereunder,

upon a request for reimbursement; and, (5) the undersigned is duly and lawfully authorized to make this request on behalf of requesting local governmental entity and to bind said entity to the terms hereof.

REQUESTED on JUNE 28, 2023, at 6:00 o'clock P.m.

By: [Signature] MAYOR VILLAGE OF PALISADES
Signature of authorized requesting official Official's Title or Position

 APPROVED DENIED [With Exceptions/Limitations: _____]

CITY OF AMARILLO, TEXAS

By: [Signature]
Mayor or Mayor Pro Tem

6/29/2023 9:00 AM
Date Time