

CAPITAL AREA REGIONAL MUTUAL AID PLAN

Capital Area Regional Mutual Aid Plan

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CAPITAL AREA REGIONAL MUTUAL AID PLAN

This plan describes a coordinated system for requesting, locating, and mobilizing local resources within the 10-county Capital Area Council of Governments (CAPCOG) region and, as applicable, the 11-county region served by the Capital Area Trauma Regional Advisory Council (CATRAC) in response to a catastrophic incident affecting all or part of the region. In the event of a catastrophic incident, this plan addresses mobilization of available local public resources in the region and coordination of deployment of those resources before and after substantial state, federal or distant local resources can arrive. Although this plan is not intended to address all situations requiring a mutual aid response, a decision may be made to activate this plan to respond to situations that are less than catastrophic incidents.

This *Quick Action Guide* is intended to provide clear, practical guidance for implementing a regional mutual aid response whenever it is required. This guide can be used as a checklist to lead officials through the process from the time that the need for a regional mutual aid response is identified to the time that such a response is no longer needed. References within this guide point to additional information that clarifies and expands upon the required actions. While every attempt has been made to make this guide as comprehensive as possible, response personnel should rely on the expertise and experience of themselves and others to ensure a coordinated, effective response.

REGIONAL MUTUAL AID RESPONSE QUICK ACTION GUIDE

The actions included in this guide are listed in general chronological order. Some actions may be performed concurrently with other actions. Not all required actions may be listed or not all actions listed may be required. Protocols and procedural decisions are supported through the development of an Incident Action Plan (IAP), in accordance with the principles and procedures of the Incident Command System (ICS).

Action Groups

- 1. Determination of the need for a Regional Mutual Aid Response
- 2. Multiagency Coordination Group (MAC) Notification and Activation
- 3. Commence Multiagency Coordination Group (MAC) Operations
- 4. CAPCOG CBRNE Strike Team Notification

1.	Determination of the need for a Regional Mutual Aid Response			
	Local officials determine that local resources are insufficient to effectively manage an ongoing incident			
	 ✓ Incident is building in size and severity; or ✓ A declaration of a local state of disaster pursuant to Chapter 418, Texas Government Code; or ✓ A finding of a state of civil emergency; or ✓ The occurrence or imminent threat of an emergency such that local capabilities are, or are predicted to be, exceeded. 			
OR				
	Local officials determine that local resources are insufficient to effectively manage a planned incident			
	 ✓ Incident will affect multiple jurisdictions; and/or ✓ Regional mutual aid coordination will be required. 			
2.	Multiagency Coordination Group (MAC) Notification and Activation			
	Notification procedures located in <i>Attachment 1: Multiagency Coordination Group</i> (MAC) Notification and Activation Procedures			
	Conference call format/agenda:			
	 ✓ HSTF member initiating the call will moderate ✓ Statement of purpose and roll call ✓ Situation briefing Description of the event that prompted the call Estimate of future needs Descriptions of concurrent and/or imminent events in other jurisdictions that could impact a mutual aid response ✓ Discussion/decision re: implementation of a MAC, including: Clarification of MAC roles and responsibilities Designation of the MAC Coordinator and contact information Location of MAC operations Contact information for the MAC Schedule of MAC operations ✓ Discussion of unresolved issues and unmet needs ✓ Schedule for follow-up conference calls ✓ Other items, as needed 			
3.	 Commence Multiagency Coordination Group (MAC) Operations Operations guidelines located in Attachment 2: Multiagency Coordination Group (MAC) Operational Guidelines 			

- MAC staffing
 - ✓ MAC Coordinator designated by HSTF members participating in the conference call during which the decision to activate the MAC is agreed upon
 - ✓ If not designated during conference call, MAC Coordinator appoints Deputy Coordinator if required
 - ✓ Situation Section, Resource Section and Documentation Section chiefs appointed if required
 - ✓ Additional personnel appointed by Section chief with approval of MAC Coordinator as needed
 - ✓ Liaison officer(s) appointed by MAC Coordinator as needed.
- MAC location
 - ✓ Initial location for MAC operations agreed upon by HSTF members participating in the conference call during which the decision to activate the MAC is agreed upon
 - ✓ Requirements:
 - Adequate work space for up to eight (8) personnel
 - Access to telephone service
 - Access to the Internet
 - Computer workstations or provisions for connecting laptop computers to the internet
 - Logistical support for 24-hour operations, if required
 - ✓ Options:
 - Emergency Operations Center (EOC) of the jurisdiction initiating the request for MAC operations
 - EOC of a neighboring jurisdiction less affected by current operations
 - Austin/Travis County Emergency Operations Center
 - CAPCOG Homeland Security offices

MAC communications

- ✓ The primary modes of communications with the MAC will be telephone and WebEOC.
- ✓ An initial contact telephone number for the MAC Coordinator should be provided during the conference call in which the decision to activate the MAC is agreed upon.
- ✓ When the MAC becomes operational, additional telephone numbers should be established and distributed via e-mail and posting on the CAPCOG Regional Events board in WebEOC.

MAC operations—Guidelines for MAC operations are found in Attachment 2: Multiagency Coordination Group (MAC) Operational Guidelines

4. CAPCOG CBRNE Strike Team Notification

Notification procedures and the operations plan for the CAPCOG CBRNE Strike Teams are found in *Attachment 3: CAPCOG CBRNE Strike Team Notification Procedures.*

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CAPITAL AREA REGIONAL MUTUAL AID PLAN

APPROVAL

The *Capital Area Regional Mutual Aid Plan* is hereby approved and accepted for implementation.

This plan describes a coordinated system for requesting, locating, and mobilizing local government resources within the 10-county Capital Area Council of Governments (CAPCOG) region and, as applicable, the 11-county region served by the Capital Area Trauma Regional Advisory Council (CATRAC) in response to an emergency situation affecting any county in the region. In the event of a catastrophic incident affecting a majority of or the entire region, this plan addresses mobilization of all available local government resources in the region and coordinating deployment of those resources within the first few critical hours before substantial state, federal or distant local resources can arrive.

This plan was developed by the Capital Area COG Homeland Security Task Force (HSTF) and the CATRAC.

This plan was adopted by the CAPCOG Executive Committee on ______ and by the CATRAC Executive Board on ______. Each of the signatories to the *Capital Area Regional Mutual Aid Agreement* adopted this plan when they adopted the agreement. Organizations that are not signatories to the agreement have adopted this plan by a resolution of their governing body, a copy of which is on file with the Capital Area Council of Governments.

This plan supersedes the *Capital Area Regional Response Plan* adopted by the CAPCOG Executive Committee on April 12, 2006 and the CATRAC Executive Board on April 27, 2006.

A list of organizations participating in this plan appears in *Attachment 5: Participating Organizations*.

_____ Date: _____

Date:

Betty Voights

Executive Director

Capital Area Council of Governments

Executive Director

Dave Reimer

Capital Area Trauma Regional Advisory Council

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Capital Area Regional Mutual Aid Plan

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PURPOSE AND RELATIONSHIP

PURPOSE OF THIS PLAN

This plan describes a coordinated system for requesting, locating, and mobilizing local resources within the 10-county Capital Area Council of Governments (CAPCOG) region and, as applicable, the 11-county region served by the Capital Area Trauma Regional Advisory Council (CATRAC) in response to a catastrophic incident affecting all or part of the region. In the event of a catastrophic incident, this plan addresses mobilization of available local public resources in the region and coordination of deployment of those resources before and after substantial state, federal or distant local resources arrive. A decision may be made to activate this plan to respond to situations that are less than catastrophic incidents.

This plan integrates with and supports the Texas Department of Public Safety Disaster District Committee (DDC) that supports the region.

The development of this plan was authorized by the *Capital Area Regional Mutual Aid Agreement*, hereafter referred to as "the agreement" and the *By-laws of the CAPCOG Homeland Security Task Force* as approved by the CAPCOG Executive Committee October 8, 2014. This plan provides details of the procedures governing regional mutual aid response that are not contained in the agreement. All signatories to the agreement automatically become participants in this plan. In addition, other political subdivisions, non-profit agencies, and private sector organizations may become a part of this plan by a resolution of their governing body.

In order to ensure that all parties operate under a common standard, provisions of the agreement relating to mutual aid response are incorporated into this plan by reference and are binding on all parties to this plan. The agreement appears in *Attachment 6: Capital Area Regional Mutual Aid Agreement*. For clarity, some provisions of the agreement have been duplicated in the body of this plan.

In this plan, the CAPCOG and CATRAC regions will be referred to as "the region" or "Capital Area."

RELATIONSHIP TO OTHER PLANNING DOCUMENTS

Relationship to State of Texas Emergency Management Plan

This plan aligns with the *State of Texas Emergency Management Plan* and its annexes, including the provisions related to mutual aid and requests for state assistance.

Relationship to Capital Area Medical Operations Center (CAMOC) Standard Operating Procedure

This plan aligns with the *Capital Area Medical Operations Center (CAMOC) Standard Operating Procedure*. Mutual aid activities conducted in accordance with this plan will be coordinated with the CAMOC to the extent possible.

Relationship to Local Emergency Management Plans

This plan complements existing local emergency management plans that provide guidance for the deployment of local emergency and mutual aid resources. This plan supplements local emergency management plans by using existing regional resources prior to requesting state resources.

EXPLANATION OF TERMS

ACRONYMS

CAPCOG	Capital Area Council of Governments
CATRAC	Capital Area Trauma Regional Advisory Council
CBRNE	Chemical, Biological, Radiological, Nuclear, Explosives
DDC	Disaster District Committee
EOC	Emergency Operations Center
EMC	Emergency Management Coordinator
ETA	Estimated Time of Arrival
HSTF	Homeland Security Task Force
ICS	Incident Command System
MAA	Mutual Aid Agreement
MAC	Multiagency Coordination Group
MOU	Memorandum of Understanding
NIMS	National Incident Management System
POC	Point of Contact

SOG	Standard Operating Guideline
SOP	Standard Operating Procedure
TIFMAS	Texas Intrastate Fire Mutual Aid System

DEFINITIONS

Administrative Agency

In accordance with provisions of the *Capital Area Regional Mutual Aid Agreement*, the Capital Area Council of Governments will serve as the administrative agency for this plan.

Area Command

An organization established: (1) to oversee the management of multiple incidents that are each being handled by an ICS organization; or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

CAPCOG Executive Committee

The Executive Committee consists of elected officials from CAPCOG counties and cities elected by the CAPCOG General Assembly to propose, review, and/or approve polices for CAPCOG.

Capital Area Multiagency Coordination Group (MAC)

The MAC is an *ad hoc* regional organization whose main goal is to facilitate an overwhelming response to any incident that occurs within the region by serving as a resource clearinghouse for regional resources in support of EOCs. The MAC will function in accordance with National Incident Management System (NIMS) and Incident Command System (ICS) principles.

Disaster District

A Disaster District is a regional state emergency management organization mandated by *Texas Government Code, Section 418*, whose boundaries parallel those of the state planning regions established by the governor under *Texas Local Government Code, Chapter 391*.

Disaster District Committee (DDC)

The DDC consists of a Chairperson, (the local Highway Patrol captain or command lieutenant) and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying,

coordinating the use of, committing, and directing state resources within the district to respond to emergencies.

Emergency Operations Center (EOC)

The EOC consists of specially equipped facilities from which government officials exercise direction and control, and coordinate necessary resources in an emergency situation.

Emergency Situations

As used in this plan, the term "emergency situations" is intended to describe a range of occurrences, from a minor incident to a catastrophic incident.

Hazardous Materials (Hazmat)

A hazardous material is a substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental release. It can be toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. It includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

Homeland Security Task Force (HSTF)

The CAPCOG HSTF is an advisory committee to the CAPCOG Executive Committee. It assists in developing the regional mutual aid plan and determining the process for maintaining the plan and any accompanying regional planning efforts. The HSTF is a task-oriented group that includes key stakeholder and emergency responders, emergency management, public health agencies, governmental, and other responder groups in the region. HSTF members are expected to designate one or more persons to act on their behalf in the implementation of this plan. Any reference to the HSTF shall include these designees unless the context indicates otherwise.

Mutual Aid Agreement (MAA)

Mutual aid agreements are arrangements made between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation.

Public Information

Public information is information that is disseminated to the public via the news media before, during, and/or after an emergency or incident.

Region

For the purposes of this plan, the Region refers to a 10-county geographical area, and its associated jurisdictions, that lie within the defined boundaries of CAPCOG. If mutual aid related to medical response is being coordinated by CATRAC, the term region includes San Saba County.

Regional Mutual Aid Response

The term "regional mutual aid response" refers to "an overwhelming response to an incident that provides deployment of resources from multiple jurisdictions/agencies in the region prior to state or federal assistance." The regional response will enlist all available capacities and capabilities.

Standard Operating Procedure (SOP) / Standard Operating Guideline (SOG)

A Standard Operating Procedure is an approved method for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. SOPs may also be referred to as Standard Operating Guidelines (SOG).

Texas Statewide Mutual Aid System

The Texas Statewide Mutual Aid System was established to provide integrated mutual aid response capability between local government entities without a written mutual aid agreement. It does not supersede pre-existing agreements. A request for mutual aid assistance is considered made under the standard provisions of this system unless the requesting and responding entities are party to a specific, written mutual aid agreement in effect when the request is made.

SITUATION AND ASSUMPTIONS

SITUATION

The jurisdictions in the Capital Area are subject to catastrophic incidents resulting from numerous hazards, both natural and man-made. In the region today, the "highly likely" and "likely" hazards with a "catastrophic" level of severity are tornado, wildfire, infectious disease, and chemical/hazardous materials. Although a CBRNE terrorist incident is less likely to occur, an incident must be considered because of the catastrophic impact it would have on the morale and critical infrastructure of the region. Any of these emergency situations has the potential to overwhelm the response capabilities of jurisdictions in the Capital Area.

The *Texas Administrative Code (7 Tex. Admin. Code §7.23-25)*, requires local jurisdictions to seek assistance from neighboring jurisdictions with which they have mutual aid agreements (MAAs) prior to requesting state assistance. To this end, Capital Area jurisdictions have developed and adopted the comprehensive Capital Area Regional Mutual Aid Agreement and other MAAs that establish a legal basis for provision of emergency assistance across jurisdictional boundaries.

Some Capital Area jurisdictions have cancelled all MAAs and have decided to request and provide mutual aid in accordance with provisions of the Texas Statewide Mutual Aid System *(Texas Government Code Sec. 418.111).* They will be included in provisions of this plan upon joining it by a resolution of their governing body.

This plan provides the mechanism for rapid acquisition of available regional resources to respond to a catastrophic incident. This support is critical to stabilizing the emergency situation and mitigating damage until state and federal resources deploy to the affected area.

ASSUMPTIONS

The following assumptions guide the elements of this plan:

- Personnel will respond across jurisdictional lines only if one of the following conditions exists:
 - A duly-authorized representative of the requesting party under this plan or an electric utility serving the requesting jurisdiction requests assistance ; or
 - The occurrence of a situation or incident necessitating immediate response to preserve life and/or protect property.
- Requests for mutual aid assistance will be made only when:
 - The requested assistance is directly related to a disaster or emergency; and
 - Resources available from the normal responding agencies to the affected area are deemed inadequate or are predicted to be expended prior to resolution of the situation.

- Requests for mutual aid assistance will be honored unless the assisting party determines that provision of the assistance would compromise its ability to ensure the health, safety and property of the persons within its jurisdiction.
- A catastrophic incident will not damage the regional command and control system to the extent that this plan cannot be executed.

CONCEPT OF OPERATIONS

GENERAL

This plan supports regional emergency response operations by implementing a phased approach to coordination of assistance to jurisdictions affected by disasters.

- This coordination is facilitated by trained personnel from participating jurisdictions that have been authorized to respond to a mutual aid request.
- The members of the CAPCOG HSTF are responsible for operational implementation of this plan. HSTF members are expected to designate one or more persons to assume their roles when they are unavailable.
- This plan utilizes the capabilities of the CAPCOG Regional Notification System (RNS) to notify members of the HSTF when a mutual aid response is needed from all or a substantial portion of the region. Procedures for activation of this system are contained in *Attachment 1: Multiagency Coordination Group (MAC) Notification and Activation Procedures*.
- Subsequent to this notification, a conference call will be convened during which members of the HSTF may agree to implement a regional mutual aid response and designate one or more members of the group to activate a MAC in order to assist in the coordination of regional mutual aid activities.
- The MAC may request deployment of Regional Incident Management Team (IMT) members as a team or individuals to assist in MAC operations.

If activated, the MAC shall:

- Identify resources to fulfill requests for assistance that originate from Capital Area jurisdictions, the State of Texas or other jurisdictions outside the Capital Area region;
- Coordinate the provision of mutual aid assistance to the extent required by the requesting party(ies); and
- Maintain an awareness of situations that might result in a request for resource assistance from Capital Area jurisdictions.

This plan provides a baseline for training, equipping, exercising, and evaluating personnel involved in regional mutual aid activities. The plan is dynamic and flexible to allow operations to be tailored to support the actions to mitigate and recover from an emergency situation. The operational focus will always be on preserving life and minimizing damage to property.

Requests for Assistance

Requests for mutual aid assistance among organizations participating in this plan will be coordinated via direct communications between the requesting jurisdiction and the responding jurisdiction unless the MAC has been activated and the requesting parties choose to request coordination of mutual aid assistance through the MAC.

The Emergency Management Director or requesting party's designee, to include the MAC, may initiate requests for assistance under any of the following circumstances:

- A declaration of a local state of disaster pursuant to *Chapter 418, Texas Government Code*; or
- A finding of a state of civil emergency; or
- The occurrence or imminent threat of an emergency such that local capabilities are, or are predicted to be, exceeded; or
- In preparation for a large scale planned event affecting multiple jurisdictions, including the anticipated need for mutual aid.

In accordance with *Texas Administrative Code (7 Tex. Admin. Code §7.23-25)*, requests for state and federal assistance may be made "if local and mutual aid resources prove inadequate for coping with a disaster" and are made to the DDC Chair on behalf of the Emergency Management Director of the affected jurisdiction.

The Emergency Management Director may delegate actions under this plan to the Emergency Management Coordinator (EMC) or other local officials in accordance with the jurisdiction's continuity of government plan.

The provision of assistance under the agreement and this plan shall continue, whether or not the local disaster declaration or state of civil emergency is still active, until the services of the assisting party are no longer required.

MULTIAGENCY COORDINATION GROUP (MAC)

When activated, the MAC will be responsible for coordinating requests for, and deployment of, resources under this plan. In this role, this group may serve as the intermediary between the requesting party and the assisting party in implementing the agreement.

The MAC will be staffed by personnel from across the region that have the experience, training, and equipment that are required in order to fulfill this coordination role.

Details of the roles and responsibilities of the MAC are outlined in *Attachment 2: Multiagency Coordination Group (MAC) Operational Guidelines*.

The agreement—and by extension, this plan—require that documentation of all requests for assistance be provided to the Requesting Party following the conclusion of the incident. The documentation developed by the MAC in implementation of this plan will partially fulfill the requirements for written requests for assistance as outlined in *Section 6* of the agreement.

ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

CAPCOG Executive Committee and CATRAC Executive Board

- Serve as the governing bodies of CAPCOG and CATRAC, respectively.
- Approve the Capital Area Regional Mutual Aid Plan.

CAPCOG and CATRAC Executive Directors

- Sign duly-approved version of the *Capital Area Regional Mutual Aid Plan* upon approval of their respective governing bodies.
- Jointly authorized to make technical changes and to incorporate supplemental information into this plan.

CAPCOG Homeland Security Task Force (HSTF)

- Serves as an advisory body to coordinate regional preparedness for homeland security issues.
- Reviews this plan and recommends revisions to the CAPCOG and CATRAC Executive Directors, the CAPCOG Executive Committee, and the CATRAC Executive Board.
- Acts as the coordinating group for the MAC, prepares and reviews plans and operations, and completes and updates the attachments to this plan.

CAPCOG Multiagency Coordination Group (MAC)

- An *ad hoc* organization implemented by members of the CAPCOG HSTF in response to the need for coordination of a regional mutual aid response.
- Coordinates multi-jurisdictional mutual aid response within the region.
- Operates in accordance within NIMS and ICS principles and under the guidelines in *Attachment 2: Multiagency Coordination Group (MAC) Operational Guidelines.*
- Coordinates requests for and deployment of mutual aid assets under this plan.
- Serves as the intermediary between the Requesting Party and the Assisting Party in implementing this plan and the *Capital Area Regional Mutual Aid Agreement*.

Capital Area Medical Operations Center (CAMOC)

- Coordinates the Emergency Support Function 8 (ESF-8) public health and medical needs among the healthcare, public health, mental health, Emergency Medical Services (EMS), and the medical community of a multi-geographical region during planned events and emergent incidents.
- Maintains situational awareness among the ESF-8 community and emergency management
- Serves under a NIMS compliance structure within the Unified Area Command
- Coordinates health and medical resources during disasters

DIRECTION AND CONTROL

INCIDENT MANAGEMENT

Incidents will be managed in accordance with standing emergency operations plans and procedures of the requesting party(ies).

On-scene management of an incident shall operate in accordance with NIMS principles and procedures, including the implementation of a Unified Command structure when multiple organizations have responsibility for the incident.

For incidents that involve more than one jurisdiction, a joint EOC may be established to ensure wide-area coordination. This joint EOC shall be organized according to the Unified Area Command structure.

When established, the MAC may serve as the primary coordination point for requesting the region's mutual aid resources in support of an established joint EOC or Unified Area Command structure.

The MAC may employ one or more Incident Management Team (IMT) members to facilitate efficient and effective operation.

All personnel responding to a request for mutual aid assistance shall be trained in NIMS principles and procedures.

Assisting parties and agencies shall place their personnel and equipment under the operational direction of the requesting party. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the assisting party.

Assisting parties and agencies retain the authority to withdraw from the response at any time and for any reason they deem appropriate. Assisting parties and agencies will coordinate this withdrawal with the requesting party.

CAPCOG MULTIAGENCY COORDINATION GROUP ACTIVATION

As the EOC(s) of the local jurisdiction(s) deplete or anticipate depletion of available local resources and mutual aid assets or find that they do not have the resources needed, local EOCs may request activation of a MAC to provide support. Members of the HSTF are authorized to initiate activation upon request.

The regional response concept is not intended to sequentially exhaust all assets prior to requesting support from the state or federal government. Instead, the intent is to anticipate resource requirements in order to provide regional support in the timeliest manner possible.

PLAN DEVELOPMENT AND MAINTENANCE

GENERAL

This plan was originally adopted July 14, 2004, by the Executive Committee of the Capital Area Planning Council, now the Capital Area Council of Governments, as the *Capital Area Planning Council Mutual Aid Plan*. In 2005, the CATRAC began working with CAPCOG to develop a coordinated Mutual Aid plan that met the needs of both entities.

At about the same time, the Governor's Division of Emergency Management (now the Texas Division of Emergency Management) initiated a mandatory process to develop regional response plans across the state. In response to this initiative, the Mutual Aid plan was revised, but the state never finalized its standards and criteria for these plans and the state's requirement for development of regional response plans was rescinded. The current version of this plan was adopted by the CAPCOG Executive Committee and CATRAC Board on the date(s) specified on the "Approval" page.

PLAN ADOPTION

This plan is considered to have been adopted by signatories to the agreement on the date that the signature page of the agreement is filed with the Administrative Agency.

Organizations that provide emergency response and recovery services but are not signatories to the agreement may become participants in this plan by:

- Adopting this plan by formal action of the organization's governing body; and
- Filing a duly executed signature page acknowledging this action with the Administrative Agency, the CAPCOG Homeland Security Division.

REVIEW AND UPDATE

Once the plan has been approved, the CAPCOG Homeland Security staff will review the plan annually and forward recommendations for revisions to the HSTF.

At the discretion of the CAPCOG and CATRAC Executive Directors, technical changes and supplementary procedures may be incorporated into the plan. Any such revisions will be communicated in writing to all participants in the plan.

The HSTF will submit recommended changes to the CAPCOG and CATRAC Executive Directors, the CAPCOG Executive Committee, and the CATRAC Executive Board for approval.

This plan will be updated as needed based on deficiencies identified during actual emergency situations and exercises when changes in threat, hazards, resources, and capabilities or government structure occur.

DISTRIBUTION

The Administrative Agency will distribute electronic copies of this plan in an Adobe Portable Document File (.pdf) format to the following:

- EMCs and Chief Executive Officers of all participating organizations, including counties, cities, emergency services districts, independent school districts, other governmental organizations and non-governmental organizations
- Executive Directors of the CAPCOG and CATRAC
- DDC Chair and District Coordinator for District 12

All revisions to this plan will be distributed as an updated copy of the entire plan.

Participating organizations shall ensure that copies are distributed as required.

ADMINISTRATION AND SUPPORT

RECORDS

The reimbursement and record-keeping requirements outlined in the agreement apply to all assistance requested and provided under this plan.

POST-INCIDENT AND EXERCISE REVIEW

As soon as possible following an incident, drill, or exercise involving implementation of this plan, CAPCOG Homeland Security staff members or personnel from the affected jurisdiction(s) will schedule and facilitate a review to capture lessons learned. These lessons learned and other information will be used to prepare a written after-action review (AAR) and to update this plan.

Organizations involved in preparing for, responding to or recovering from the incident, drill, or exercise will be encouraged to participate in the review.

For assistance with any of the planning, training, or exercise requirements in this document, the region may contact CAPCOG Homeland Security staff, District Coordinator or the appropriate Texas Division of Emergency Management staff section.

EXERCISES

The HSTF will ensure the plan is exercised annually as part of a regional exercise.

CREDENTIALING

All personnel responding to a mutual aid request under provisions of this plan shall have in their possession a valid identification card issued by their jurisdiction/agency. This card shall contain a current photograph and other information as deemed necessary to verify the identity and, if applicable, the training of the individual. Incident management personnel shall use this identification card to verify the identity and training level of the individual.

Incident-specific identification cards may be issued by incident management personnel as needed to control access to the site of an incident and to ensure personnel accountability.

LIST OF ATTACHMENTS

Attachment 1: Multiagency Coordination Group (MAC) Notification and Activation Procedures

Attachment 2: Multiagency Coordination Group (MAC) Operational Guidelines

Attachment 3: CAPCOG CBRNE Task Force Emergency Response Plan

Attachment 4: Regional Communications

Attachment 5: Participating Organizations

Attachment 6: Capital Area Regional Mutual Aid Agreement

ATTACHMENT 1: MULTIAGENCY COORDINATION GROUP (MAC) NOTIFICATION AND ACTIVATION PROCEDURES

GENERAL

A member of the CAPCOG Homeland Security Task Force (HSTF) or his/her designee may initiate a regional mutual aid response under any of the following circumstances:

- A declaration of a local state of disaster pursuant to Chapter 418, Texas Government Code; or
- A finding of a state of civil emergency; or
- The occurrence or imminent threat of an emergency such that local capabilities are, or are predicted to be, exceeded; or
- In preparation for a large scale planned event affecting multiple jurisdictions, including the anticipated need for mutual aid.

A regional mutual aid response will be initiated by convening a conference call of available members of the HSTF and/or their designees.

The resources of the CAPCOG Regional Notification System (RNS) will be utilized to notify HSTF members of this call and to provide instructions for connecting to it. This will be accomplished by:

- A special user account has been established within the RNS for this purpose.
- HSTF members and their designees will be provided user names and passwords for this account.
- If available, the conference call feature of the RNS will be used to initiate this conference call. If this feature is not available in the current RNS application, messages sent via the RNS will contain dates, times and instructions regarding how to join the call.
- Participation in this initial conference call will be limited to members of the HSTF and their designees.
- Procedures for initiating the conference call are contained in Tab 1 of this attachment.

The HSTF member initiating the conference call will moderate the call. The call will address the following:

- Introduction by moderator, including:
 - Statement: "This is <u>[name of moderator]</u> of <u>[name of jurisdiction]</u>. The purpose of this call is to obtain situational awareness for public safety and planning purposes as it relates to an incident that may require a regional mutual aid response. If you are not a member or designee of the CAPCOG Homeland Security Task Force please disconnect from the call at this time. All participants should refrain from sharing any information regarding this call on social media or other outlets until

the conclusion of the call."

- Roll call/self-introduction of participants;
 - CAPCOG Homeland Security
 - Austin Fire Department;
 - Austin Homeland Security and Emergency Management;
 - Austin Police Department;
 - Austin-Travis County EMS;
 - Austin/Travis County Health and Human Services;
 - Bastrop County;
 - Blanco County;
 - Burnet County;
 - Caldwell County;
 - Capital Area School Safety Consortium;
 - CATRAC;
 - Fayette County;
 - Hays County;
 - Emergency Service District Representative;
 - Lee County;
 - Llano County;
 - LCRA;
 - Marble Falls Area EMS;
 - Marble Falls Police Department;
 - City of Round Rock;
 - City of San Marcos;
 - Texas Division of Emergency Management;
 - Travis County;
 - Williamson County;
 - Williamson County and Cities Health District.
- Situation briefing, including:
 - A brief description of the event that prompted the call;
 - What happened / is happening?

- Area affected?
- Extent of casualties and/or property damage?
- How is the situation expected to change?
- A summary of current response activities related to this event, including EOC status;
- An estimate of future needs.
- Brief descriptions of concurrent and/or imminent events in other jurisdictions that could impact a mutual aid response;
 - What happened / is happening?
 - Area affected?
 - Extent of casualties and/or property damage?
 - How is the situation expected to change?
 - A summary of current response activities related to this event, including EOC status;
 - An estimate of future needs.
- Discussion/decision regarding the implementation of an *ad hoc* MAC, including:
 - Clarification of MAC roles and responsibilities;
 - Jurisdiction(s) to be supported by the MAC;
 - Point(s)-of-contact (POC) and contact information;
 - Will the MAC have the authority to request resources on behalf of the jurisdiction(s)? Limitations on this authority?
 - How long will the MAC be needed?
 - Is 24-hour availability required?
 - o Designation of the MAC Coordinator and contact information;
 - Location of MAC operations;
 - Contact information for the MAC;
 - Schedule of MAC operations.
- Discussion of unresolved issues and unmet needs;
- Schedule for follow-up conference calls
- Other items, as needed.

Following the conference call, the MAC Coordinator will commence MAC operations in accordance with *Attachment 2: Multiagency Coordination Group (MAC) Operational Guidelines*.

TAB1: MAC ACTIVATION CONFERENCE CALL INSTRUCTIONS

[Detailed instructions for initiating a conference call related to activation of the MAC will be inserted here.]

ATTACHMENT 2: MULTIAGENCY COORDINATION GROUP (MAC) OPERATIONAL GUIDELINES

GENERAL

This attachment provides guidance on the operational functions and structure of the CAPCOG Multiagency Coordination Group (MAC).

The purpose of the MAC is to facilitate the provision of mutual aid among Capital Area jurisdictions in response to an incident affecting the region by:

- Supporting incident management policies and priorities;
- Facilitating logistical support and resource tracking;
- Informing resource allocation decisions using incident management priorities; and
- Coordinating incident-related information.

The MAC assists participating jurisdictions in identifying and obtaining critical resources (personnel, equipment, supplies, services, and facilities) and helping ensure that resource needs are met in a timely manner.

The MAC may operate from fixed and/or mobile locations as determined by the requirements of the situation.

The MAC's approach is not intended to exhaust all resources prior to requesting support from the next higher level of government. The intent is to anticipate resource requirements in order to provide required support in a timely manner.

The MAC shall assist with:

- Tracking resource status during all phases of the incident (activation, mobilization, demobilization, and return to owning jurisdiction).
- Coordinating additional resources as required in support of a response to an incident consistent with the needs of the region.

ORGANIZATION

To effectively accomplish its mission, the MAC will be organized in accordance with the National Incident Management System's Incident Command System principles as reflected in *Figure 1* below. The MAC may be organized to include a Management Section, Situation Section, Resource Section and Documentation Section. All positions may be held by the MAC Coordinator if the workload permits.



Figure 1. MAC Organization

The core staff of the MAC will be Homeland Security Task Force Members and/or their designees and will be augmented by subject matter experts from the region.

The MAC is a scalable organization that may require up to eight personnel per shift to operate. The staffing of the MAC will be incident-specific and only those positions required will be staffed at any given time. As the incident nears resolution and recovery, the MAC staff will be reduced, as required, to those sections needed for monitoring and controlling those areas being utilized.

The MAC Coordinator will determine staffing needs in consultation with the HSTF. If staffing of the MAC is required on a 24-hour basis, the MAC Coordinator will seek the assistance of the HSTF in identifying trained personnel available to fill staffing needs.

Personnel assigned to the MAC should possess the required qualifications for their assigned position. The following job descriptions briefly outline the section and individual responsibilities but are not all inclusive. Individuals assigned to the MAC must be well versed in NIMS and ICS guidance for these positions and functions.

Management Section

Comprised of the MAC Coordinator and any deputies, the Management Section is responsible for the overall management and operations of the MAC. The MAC Coordinator will be identified by the members of the HSTF participating in the decision to activate the MAC. The MAC Coordinator, in consultation with the HSTF Chair or Vice-chair, will select his/her successor when he/she is no longer able to fulfill the role. The MAC Coordinator is responsible for the following:

- Directing the MAC and its response to the incident.
- Ensuring all personnel assigned to the MAC are properly trained in their respective assignments.
- Serving as single point of contact for MAC operations and activation.
- Ensuring MAC staff functions are maintained at optimum capability
- Serving as central point for information pertaining to the resource coordination in support of the incident.
- Addressing all direct communication from elected officials concerning resource inquiries and requests.
- Setting priorities for resources to focus on protecting life and protecting property
- Other, depending upon complexity of the incident and environmental impact.

Situation Section

The Situation Section is comprised of a Chief with additional personnel as needed to facilitate the following responsibilities:

- Maintaining current status of the incident and a CAPCOG WebEOC Regional Events board for each major event and posting this information so that it can be seen readily by those working in the MAC.
- Collecting, analyzing, and disseminating information/intelligence on the current situation.
- Tracking MAC and incident activities, including noting trends of unfulfilled needs and fulfilled needs.
- Preparing current situation displays and situation summaries, and developing maps and projections.
- Maintaining a tracking list of "urgent" and "routine" requests received.
- Providing resource planning to support the incident.
- Coordinating with Unified Area Command and respective EOCs to ensure proper resources are applied.

Technical Specialists in areas of special needs, public health, animal health, emergency power, and evacuation procedures may be designated in order to evaluate requirements in these areas and develop plans for resource support.

Resource Section

A Resource Section is comprised of a Chief with additional personnel as needed to facilitate the following responsibilities:

- Serving as central point for information pertaining to the resource coordination in support of the incident.
- Maintaining status of resources from alert, through mobilization, and arrival at the incident site/staging area.
 - In cooperation with the Capital Area Medical Operations Center (CAMOC) maintaining status of all medical resources, to include those required to support medical and functional support service needs.
 - Tracking the status of emergency power requirements.
 - Tracking the status, delivery, and support requirements for all personnel and teams.
 - Tracking the status of facility use and available resources.
- Managing and monitoring MAC-related costs.
- Coordinating at the local level with private volunteer organizations for the utilization of volunteers and the collection, storage and distribution of donations.

Documentation Section

A Documentation Section is responsible for making a master copy of all resource requests that were received or generated during the incident and will provide a copy of the master list to all jurisdictions that incurred any costs in supporting the event. The intent is to provide a backup file of resource requests for the EOC finance section to utilize as documentation for possible reimbursement.

The Documentation Section will also address the following responsibilities:

- Maintaining all resource documentation for reimbursement purposes for all resource providing or receiving jurisdictions.
- Ensuring all sections are capturing information.
- Prior to deactivation of the MAC, ensuring a master copy of resource requests are provided to each participating jurisdiction.

OPERATIONS

Resource Management

Emergency Operations Centers will request resources in support of Incident Commanders using standardized Incident Command System forms or the WebEOC-based *Resource Request/Task Assignment* or *State of Texas Assistance Request (STAR)* processes. These requests may be made by any communications means. If the request is oral, the MAC will use the appropriate form to document the request. Once requested, the MAC will contact the resource manager from the appropriate assisting jurisdiction and provide essential mission requirements, staging location

and POC information. A signed request must follow the oral request for tracking and documentation reasons.

Jurisdictions providing resource support shall inform the MAC of estimated times of arrival (ETA) of the resources to the designated staging area. The MAC will communicate the status of the resource to the requesting EOC and suggest contact between it and the appropriate resource provider.

The MAC will maintain contact with the appropriate EOC and validate arrival of the resource(s).

The MAC will be notified when the resource is released and returned to the parent jurisdiction.

With the approval of the requesting jurisdiction, the MAC may contact other MACs, the TIFMAS Regional Coordinator and/or the DDC for assistance if resources are not available from within the region.

All requests for resources that are being forwarded from the MAC to the DDC will be reviewed by the MAC Coordinator or deputy prior to release.

At the request of a jurisdiction, the MAC may request support from private organizations and non-governmental organizations with which the jurisdiction maintains a Memorandum of Understanding (MOU).

PROCEDURES

Activation

The MAC will be activated at the request of the HSTF in accordance with procedures contained in *Attachment 2: Multiagency Coordination Group (MAC) Notification and Activation Procedures.*

Financial Tracking

The Documentation Section will provide financial tracking for the MAC (expenditures, fuel and maintenance, salaries, etc.). Financial tracking for resources requested through the MAC will be the responsibility of the requesting and responding parties. Reimbursement and/or compensation will be handled by established local procedures in accordance with the provisions of applicable mutual aid agreements between the requesting and responding jurisdictions or the Texas Statewide Mutual Aid System if no mutual aid agreements are in effect.

MAC Location

The MAC Coordinator, in consultation with the HSTF, will determine the MAC's location based on the needs of the event.

Deactivation

The recommendation to deactivate the MAC will be agreed upon by the MAC Coordinator and the POC(s) of the jurisdiction(s) being supported by the MAC.

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The MAC *will not* track the return and reconditioning of resources that were used during the incident. This responsibility rests with the requesting jurisdiction and associated EOC.

Prior to deactivation, the MAC Coordinator will ensure that documentation of all resource requests processed by the MAC is provided to the requesting jurisdiction(s). The intent is to provide a backup file of resource requests for use by the jurisdictions to facilitate reimbursement from the state and federal government and to document expenses resulting from employment of mutual aid assets.

SUPPORT

Communications

A Communications Plan may be developed for MAC operations. The information contained in *Attachment 4: Regional Communications* may be utilized in developing this plan.

Personnel

Personnel support for the MAC will be shared across the region. Appropriate agency supervisors will approve personnel assignments from their respective jurisdictions. Non-affected jurisdictions should provide EOC personnel to staff the MAC.

Logistics

To the extent possible, the jurisdiction(s) supported by the MAC shall provide workspace and equipment. Additional support may be arranged for by the members of the HSTF. MAC personnel may utilize their assigned equipment as needed, consistent with local policies.

ATTACHMENT 3: CAPCOG CBRNE TASK FORCE EMERGENCY RESPONSE PLAN

1. PURPOSE:

The purpose of this plan is to provide the CAPCOG Regional CBRNE Task Force (CBRNE TF) with an organizational plan for response to mitigate an emergency involving chemical, biological, radiological and nuclear material as a result of a possible terrorist act. It is understood that the intended purpose of the CBRNE TF is response to a possible terrorist incident within the ten-county CAPCOG region. If a Hazmat Team response is needed for an event other than CBRNE terrorist incident, then the requesting agency or jurisdiction should follow regular mutual aid procedures.

(For the purpose of this document, the terms hazardous materials, hazardous substances and chemical, biological, radiological and nuclear materials are used synonymously and intended to encompass any product or chemical as defined in regulations or posing an unreasonable risk to life, property, or the environment.)

2. OBJECTIVE:

It is the objective of this plan to provide CBRNE TF personnel as well as other agencies with a standardized plan of action in the event of a hazardous materials incident requiring the deployment and intervention of the CBRNE TF. It is intended to ensure proper and professional actions by all involved agencies.

3. INTENT:

It is the intent of this plan to enhance existing systems and provide a consistent level of hazardous materials response capability. This plan should complement existing plans and is not intended to supplant or usurp existing emergency response plans of any agency. This plan is intended to comply with the minimum requirement of 29 CFR 1910.120(q)(1). A site-specific safety plan will be developed on every hazardous materials incident response.

4. AUTHORITY:

The CBRNE TF will respond to ensure the health, safety, and welfare of citizens of their primary jurisdictional area and the surrounding counties at the request of the responsible agency within the requesting jurisdiction. Since the CBRNE TF is made up of various paid departments, the primary jurisdictional area is defined as the jurisdiction of the department of the CBRNE TF members. Any response outside of the primary jurisdictional area should be approved by the Hazmat Command or designee and take into consideration the coverage needs of the primary jurisdictional area. When

requested to respond, the CBRNE TF will work within the requesting agency's Incident Command System (ICS) to take or cause to take such actions as may be necessary to safely classify and IF POSSIBLE mitigate, remove or abate the effects of a hazardous materials release or threat of release. The deployment of the CBRNE TF in no way releases the requesting jurisdiction of its role/responsibility in the mitigation of a hazardous materials release.

5. DEFINITION:

The CBRNE TF is an organized group of at least nine (9) hazardous materials technician level trained response personnel, designated by their respective department Chief, operating under an emergency response plan and Standard Operating Procedures (SOPs) who are expected to perform work to identify and control or otherwise minimize or eliminate the hazards to people, property, or the environment from an actual or potential leak or spill of hazardous substances requiring possible close approach to the substance.

The minimum number of personnel that will respond as an entry team for hazardous materials incidents involving possible Immediately Dangerous to Life and Health (IDLH) environments is nine (9):

- two (2) Entry,
- two (2) Backup,
- one (1) Decontamination Supervisor,
- one (1) Hazmat Science Officer,
- one (1) Monitor Specialist/Technician,
- one (1) Team Leader, and
- one (1) Hazmat Safety Officer.

It is recognized that additional qualified personnel may be needed to support this minimum number. The CBRNE TF will normally respond in a support function to other emergency responders, but must be able to function autonomously.

All unit members shall be enrolled in a medical surveillance program as described in 29 *CFR 1910.120(f)*. All unit members shall be able to function in any role within the CBRNE TF with the exception of the Team Leader.

6. ROLES AND RESPONSIBILITIES:

The primary role of the CBRNE TF in response to a CBRNE incident is one of classifying, possible sampling and advice regarding mitigation. Confinement and containment are secondary missions, which the team may provide under certain circumstances as determined by the team leader. Incident priorities will always be life safety, agent
identification/classification, incident stabilization, property conservation, and environmental protection. The agencies receiving support from the CBRNE TF will be responsible for adhering to the technical input and ensure personnel safety in accordance with CBRNE TF Standard Operating Procedures (SOPs). CBRNE TF Team Leaders have the authority to terminate any strategy or tactic considered unsafe and notify the Incident Command (IC). In the absence of a functional ICS and IC, the CBRNE TF will establish a Unified Command.

The CBRNE TF will deploy with personnel and equipment as defined in this document. The CBRNE TF will be able to perform:

- Hazard and Risk Assessment
- Provide technical information and guidance to the on-scene Incident Commander with regard to actions relating to hazardous materials and incident safety.
- Levels of Personal Protective Equipment (PPE)
- Public protective action options
- Decontamination requirements
- Site safety recommendations
- Resource considerations
- Control zones
- Monitoring requirements
- Emergency Phase Recovery and Termination
- Incident Documentation
- Hazardous Materials Control to include, but not limited to:
 - Plug and patching containers
 - Product transfer
 - Over-pack drums and similar containers
 - Direction of defensive actions
 - Diking, confinement, and redirection of hazardous materials
 - Neutralization Guidelines
 - Venting Guidelines
 - Vapor dispersion or suppression.

The CBRNE TF will maintain written SOPs for the various tasks they may perform. The unit will maintain all appropriate documents and records from each response. The

CBRNE TF will have as its goal, to be capable of deploying within one (1) hour of being ordered to deploy, and arriving on scene within four (4) hours. Once the emergency has been stabilized and the threat to life safety has been concluded, the CBRNE TF will exit the site upon release by the Unified Command. The CBRNE TF will assume no responsibility in the cleanup of materials. Oversight of cleanup operations will be handled by the appropriate agency unless there is a specific reason for the Team to remain involved. The CBRNE TF will not enter into contracts, or make commitments to anyone for the cleanup of the incident site.

7. PLANNING PERIODS AND EXTENDED OPERATIONS:

The CBRNE TF will utilize eight-hour operational planning periods on all incidents. When an incident is projected by a site assessment, to exceed eight hours in duration, the Team leader will notify their jurisdiction's Chief or designee. The Team Leader will work with the IC to ensure logistical needs are met as necessary, these may include but are not limited to sanitary facilities, food and liquids, billeting and material re-supply.

8. NOTIFICATION:

Agencies or jurisdictions requiring emergency assistance from the CBRNE TF should contact the Austin/Travis County STAR Flight Dispatch Supervisor at 1-800-531-7827 (1-800-531-STAR) and request the assistance of the CBRNE TF. The STAR Flight Dispatch Supervisor will contact the team with responsibility for the location of the incident:

- City of Austin Fire Department
 - City of Austin
 - o Travis County
 - Lee County
 - o Blanco County
 - o Bastrop County north of Texas Highway 21
- Hays County
 - o Hays County
 - Fayette County
 - Caldwell County
 - o Bastrop County south of Texas Highway 21
- Williamson County
 - Williamson County
 - Llano County

• Burnet County

The Austin Police Department Explosive Ordnance Disposal (APD EOD) will be dispatched to all calls for which a CBRNE TF response is requested.

9. LEVELS OF RESPONSE:

The CBRNE TF will utilize a three-level system for classifying emergency responses. The categories below define those levels of response.

- Category I An incident requiring some specialized assistance or expertise involving an unknown substance suspected of being a result of a possible terrorist act. Generally a small portion of the Team (2-4 personnel) designated as the "Overhead Team" will respond and investigate. The Overhead Team functions as a command/recon element of the CBRNE TF.
- Category 2 An incident requiring a Hazardous Materials entry team. Generally this will be a minimum 9-person response team.
- Category 3 A major incident requiring CBRNE TF and a Structural Collapse team. Such an incident generally overwhelms the local emergency response system and may result in a disaster declaration.

10. CHAIN OF COMMAND:

The CBRNE TF supports the requesting jurisdiction's First Responders. All requesting agencies should utilize the National Incident Management System (NIMS) and establish a Unified Command involving the multi-agency response. The Incident Commander (IC) has the authority and responsibility to ensure the health and safety of personnel and the public throughout a CBRNE emergency. When the CBRNE TF arrives, a briefing will occur between the IC and the unit Team Leader. The Team Leader will assume responsibility for tasks associated and designated by the IC to the CBRNE TF. The Team Leader will maintain ultimate authority and responsibility over all CBRNE TF members. The CBRNE TF Team Leader will not challenge or usurp the IC decisions unless it jeopardizes the life or safety of CBRNE TF members. Should the CBRNE TF be called to an incident where IMS and Command has not been established, the unit Team Leader will conference with the most senior official from the requesting jurisdiction and determine if it is appropriate to establish a Unified Command. The Unified Command at a hazardous materials incident will direct overall management, strategies and coordination of the incident. The Unified Command is responsible for the identification of incident resources and needs, the procurement of these resources, and the coordination of resources so as to conclude the emergency and protect life, property, and the environment.

The IC is not responsible for detailed direction of specialized procedures performed by the CBRNE TF. Scene management decisions are the responsibility of the IC, but will be made with the input of the CBRNE TF Team Leader thus establishing a Unified

Command. Concurrence on response strategies, tactics, and implementation is an absolute necessity. The CBRNE TF SOP's provide detailed guidance as to the management of a hazardous materials incident.

11. TRAINING:

All Fire Department CBRNE TF personnel should be a Hazmat Technician meeting the requirements for Texas Fire Commission certification, *29CFR 1910.120(q)(6)* and trained in Sampling Techniques and Guidelines. Law enforcement personnel testing for narcotics must be trained in narcotics verification procedures.

12. SCENE MANAGEMENT:

Proper CBRNE Hazmat scene management is a balance between quick, aggressive action and cautious planning. Many times, no action may be the best action if a situation is stable and no lives are presently at risk. The CBRNE TF will not unnecessarily risk life for property or the environment, but team members should be prepared to accept a high degree of risk when necessary to protect the public and complete the mission.

Personnel should remember to address the strategic goals of Recognition, Isolation, Protection and Identification. Spill control is also an initial strategy, which may be considered, but must be accomplished without coming in contact with the product or its vapors. Hasty mitigation will be accomplished when possible; however, the CBRNE TF is neither equipped nor designed for remediation or site clean-up.



CAPCOG CBRNE Task Force Activation Flow Chart

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CAPCOG CBRNE Task Force Response Areas



GENERAL

[This section will include information about the communications protocols to be used in mutual aid response. This includes lists of the talk groups on the various public safety radio systems that are available for use during a regional mutual aid response. This section may provide the basis for development an Incident Radio Communications Plan (ICS Form 205) for regional mutual aid response activities.]

ATTACHMENT 5: PARTICIPATING ORGANIZATIONS

SIGNATORIES TO CAPCOG REGIONAL MUTUAL AID AGREEMENT

- Bastrop County, signed May 8, 2006
 - City of Elgin, signed July 11, 2006
 - City of Smithville, signed May 9, 2011
- Blanco County, signed July 25, 2006
- Burnet County, signed November 2, 2006
 - City of Granite Shoals, signed August 8, 2006
 - City of Marble Falls, signed December 11, 2006
- City of Carmine, signed August 14, 2006
- Hays County, signed February 28, 2006
 - City of Kyle, signed March 10, 2006
 - City of Mountain City, signed September 7, 2006
 - City of San Marcos, signed June 7, 2006
 - City of Woodcreek, signed November 8, 2006
 - Village of Bear Creek, signed October 16, 2006
 - South Hays County Fire Department/Hays County ESD #3, signed April 1, 2006
 - Hays County ESD #4, signed March 28, 2006
 - Hays County ESD #5, signed February 17, 2006
 - Northwest Hays County ESD #5, signed April 27, 2006
 - o Buda Fire Department/Hays County ESD #8, signed February 27, 2006
- Lee County, signed July 10, 2006
 - City of Giddings, signed August 16, 2006
 - City of Lexington, signed July 7, 2006
- Llano County, signed July 24, 2006
 - City of Horseshoe Bay, signed August 8, 2006
 - City of Sunrise Beach Village, signed February 22, 2006
- City of Austin, signed April 17, 2006

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- City of Mustang Ridge, signed July 7, 2006
- City of Pflugerville, signed August 8, 2006
- Village of Volente, signed July 24, 2006

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- Williamson County, signed February 14, 2006
 - City of Cedar Park, signed August 16, 2006
 - City of Florence, signed August 22, 2006
 - City of Granger, signed August 30, 2006
 - City of Taylor, signed October 24, 2006

SIGNATORIES TO CAPCOG REGIONAL MUTUAL AID PLAN

ATTACHMENT 6: CAPITAL AREA REGIONAL MUTUAL AID AGREEMENT

INTERJURISDICTIONAL

MUTUAL AID AGREEMENT

STATE OF TEXAS

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This **Mutual Aid Agreement** ("Agreement") is entered into by, between, and among the political subdivisions located wholly or partially within the State of Texas that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, "the Parties").

RECITALS

The Parties recognize the vulnerability of the people and communities located within the State to damage, injury, and loss of life and property resulting from Disasters and/or civil emergencies and recognize that Disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural Disasters, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); Chapter 418, Texas Government Code (Texas Disaster Act of 1975); Chapter 421, Texas Government Code (Homeland Security); and Chapter 362, Local Government Code; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act of 1975" and other applicable provisions of law.

NOW, THEREFORE, the Parties agree as follows:

1. <u>**RECITALS**</u>. The recitals set forth above are true and correct.

2. <u>DEFINITIONS</u>. For purposes of this Agreement, the terms listed below will have the following meanings:

A. <u>AGREEMENT</u> - this Interjurisdictional Mutual Aid Agreement, duly executed.

B. <u>ADMINISTRATIVE AGENCY</u> – the entity designated by the Parties to be responsible for maintaining and distributing Point of Contact information and for maintaining the original signature pages of the Parties to this Agreement.

C. <u>ASSISTING PARTY</u> - the Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

D. <u>CIVIL EMERGENCY</u> - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for

immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

E. <u>DISASTER</u> - the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made 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, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring Emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code).

F. <u>EMERGENCY</u> - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

G. <u>MUTUAL AID</u> - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

H. THE PLAN – CAPCOG Regional Mutual Aid Plan or any plan that supersedes it.

I. <u>POINT OF CONTACT</u> – the individual or office authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact.

J. <u>REQUESTING PARTY</u> - the Party requesting aid in the event of a Disaster or a Civil Emergency.

3. **ADMINISTRATIVE AGENCY.** The Parties hereby designate the Capital Area Council of Governments ("CAPCOG") to be the Administrative Agency under this Agreement. CAPCOG is responsible for maintaining and distributing current Point of Contact information to all Parties. CAPCOG is also responsible for maintaining the original signature pages of the Parties to this Agreement.

4. POINT OF CONTACT DESIGNATION. Each party shall provide the Administrative Agency with a written protocol by which its designated Points of Contact may be contacted twenty-four hours a day, seven days a week. This protocol will designate, by name or position, the person or

persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under terms of this Agreement and will include at least two alternate means of contacting the Party's Point(s) of Contact. Each Party must notify the Administrative Agency of any change in its Point of Contact protocol as soon as practicable by submitting it in writing to: Executive Director, Capital Area Council of Governments, 2512 S. IH-35, Suite 200, Austin, Texas 78704 or by fax to the Executive Director of CAPCOG at 512/916-6001.

5. <u>PARTY'S EMERGENCY MANAGEMENT PLAN</u>. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

6. <u>IMPLEMENTATION OF AGREEMENT</u>. A Point of Contact for his/her respective jurisdiction shall take all steps necessary for the implementation of this Agreement.

7. INITIATION OF REQUEST. A request under this Agreement may be made by a Point of Contact after one of the following occurs:

(a) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code;

(b) A finding of a state of Civil Emergency; or

(c) The occurrence or imminent threat of an emergency such that local capabilities are or are predicted to be exceeded.

The provision of Mutual Aid under this Agreement shall continue, whether or not the local Disaster declaration or state of Civil Emergency is still active, until the services of the Assisting Party are no longer required.

8. <u>PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID</u>. A Point of Contact may request Mutual Aid assistance by: (1) submitting a written Request for Assistance to a Point of Contact of an Assisting Party, (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of an Assisting Party, which shall be followed by a written request, or (3) by submitting a request in accordance with the Plan. The written request shall reference that the request is made pursuant to this Agreement. Mutual Aid shall not be requested by a Party unless it is directly related to the Disaster or Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be

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expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Assisting Party or in accordance with the terms of the Plan.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party's Point of Contact may directly contact a Point of Contact of the Assisting Party and provide the necessary information as prescribed in Section 8.B. hereto.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

1) A general description of the damage or injury sustained or threatened;

2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;

3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and

4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and

5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines in its sole discretion that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY. A Point of Contact who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify

the Requesting Party and provide the following information, to the extent known:

1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;

2) The estimated length of time that the personnel, equipment, and other resources will be available;

3) The name of the person or persons to be designated as supervisory personnel; and

4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL: When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which shall be organized and functioning in accordance with the guidelines outlined in the National Incident Management System. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize the medical protocols authorized by their medical director. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

F. CAPCOG Regional Mutual Aid Plan:. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with the Plan.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Subject to Paragraph 9 of this Agreement, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own

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communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by their organization's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT: The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. SUMMARY REPORT: Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

9. **COSTS.** All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Assisting Party and reimbursed by the Requesting Party at actual cost. Requests for reimbursement must be submitted as soon as practicable but in no event later than sixty (60) days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Assisting Party not being reimbursed for the Mutual Aid provided unless Federal or State Government extends the deadline for filing requests for reimbursement. Such requests shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party must make the claim for the eligible costs of the Assisting Party on its subgrant application and will disburse the federal share of funds to the Assisting Party. Reimbursement under this section will be made by the Requesting Party no later than: (1) one-hundred eighty (180) days after receipt of the request for reimbursement; or (2) ninety (90) days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner. The Parties hereto recognize that each benefits from the existence of this Mutual Aid Agreement and expect that each will both provide and receive critical aid over the life of the Agreement. The Assisting Party may assume in whole

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or in part any costs associated with the provision of Mutual Aid or may loan or donate equipment or services to the Requesting Party without charge or cost.

10.

INSURANCE

A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

B. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

C. GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY: Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.

D. OTHER COVERAGE: The Assisting Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

11. <u>WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED</u>. Pursuant to §§ 421.062-Liability Under Interlocal Contract and 791.006-Liability in Fire Protection Contract or Provision of Law Enforcement Services, Texas Government Code, the Party furnishing services under this Agreement is not responsible for any civil liability that arises from the furnishing of those services.

A. It is expressly agreed that the furnishing of assistance under this Agreement by a Party owning a public power utility and involving the use of public power utility personnel or equipment ("Utility Assisting Party") shall be deemed to be the furnishing of a service "related to a homeland security activity" within the ambit of § 421.062, Texas Government Code. A Requesting Party shall make no claim of any kind against a Utility Assisting Party based on an assertion that services were rendered in a proprietary capacity or that the actions of a Utility Assisting Party constituted proprietary activities. If the furnishing of services by a Utility Assisting Party ever is held not "related to a homeland security activity" within the ambit of § 421.062, the Requesting Party assumes all risk of and responsibility for any claims against the Utility Assisting Party that arise out of the Utility Assisting Party's furnishing of assistance under this Agreement.

B. No Party waives or relinquishes any immunity or defense on behalf of itself, its governing

body, officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

12. EXPENDING FUNDS. Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

13. <u>**TERM**</u>. This Agreement shall become effective as to each Party on the date signed and shall continue in force and remain binding on each and every Party through December 31 of the year signed. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 22 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

14. <u>ENTIRETY</u>. 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 and/or Civil Emergency. 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 Sections 16 and 17 below.

15. <u>RATIFICATION</u>. Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

16. OTHER MUTUAL AID AGREEMENTS. It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Civil Emergency and/or Disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual contract; provided, however, that the Assisting and Requesting Parties may agree to use expense reimbursement provisions of another existing Mutual Aid Agreement between them.

17. INTERLOCAL COOPERATION ACT. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service", including aid rendered by a municipally-owned public power utility, and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

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18. <u>CONFIDENTIALITY.</u> The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The parties recognize and agree to guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

19. <u>SEVERABILITY</u>. 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.

20. 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.

21. <u>AMENDMENT</u>. This Agreement may be amended only by the mutual written consent of the Parties.

22. TERMINATION. Any Party may at any time by resolution or notice given to the Administrative Agency decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

23. <u>THIRD PARTIES</u>. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

24. NOTICE. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission as follows:

25. <u>WARRANTY</u>. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution 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.

26. GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

27.<u>**HEADINGS**</u>. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

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EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

NAME OF ENTITY: _____

Signature:	Title:	
- <u>j</u>		

Printed Name : ______

Date: _____