Regular Meeting of the:

Pampa City Commission

April 8, 2014

4:00 p.m.

City of Pampa
201 W. Kingsmill St.
P.O. Box 2499
Pampa, Texas  79066-2499
Phone: 806-669-5750
Fax: 806-669-5767
PLEDGE OF ALLEGIANCE TO TEXAS FLAG

“HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE; TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE.
CITY OF PAMPA
CITY COMMISSION AGENDA
PUBLIC HEARING/REGULAR MEETING

John Studebaker, Commissioner Ward 1    Brad Pingel, Mayor    Richard Morris, City Manager
Chris Porter, Commissioner Ward 2        Karen Price, City Secretary
Robert Dixon, Commissioner Ward 3        Leland Waters, City Attorney
Karen McLain, Commissioner Ward 4        Shane Stokes, Asst. City Manager

Notice is hereby given of a REGULAR MEETING of the City Commission of the City of Pampa, Texas to be held on TUESDAY, APRIL 8, 2014 at 4:00 p.m. at City Hall – City Commission Chamber, Third Floor, 201 W. Kingsmill, Pampa, Texas, for the purpose of considering the following agenda items.

All agenda items are subject to action. The City Commission reserves the right to adjourn into Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

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PUBLIC COMMENTS:
Citizens who have signed a card to speak to the City Commission will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City Staff and City Commission Members are prevented from discussing the subject and may respond only with statements of factual information or existing city policy. Citizens are limited to three (3) minutes for their presentation to the City Commission.

AUTHORIZATIONS BY CITY COMMISSION:

1. Consider approving the minutes of the March 25, 2014 Public Hearing/Regular City Commission Meeting as presented.


3. Consider adopting on second and final reading Ordinance No. 1616, an Ordinance of the City of Pampa amending Section 3 of Zoning Ordinance No. 690, changing from Single Family 2 Residential to Commercial District property located at 312 N. Sumner.

4. Consider adopting Resolution No. R14-005, a Resolution of the City of Pampa, Texas authorizing the City’s participation in the Panhandle Region Regional Mutual Aid Agreement.

ADJOURNMENT
CERTIFICATION

I certify that the above Agenda was posted on the outside officially designated bulletin board in front of City Hall, facing Kingsmill Street, a place convenient and readily accessible to the general public at all times and said Agenda was posted on FRIDAY, APRIL 4, 2014, BEFORE 5:00 P.M. and remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Karen L. Price, City Secretary

ASSESSIBILITY STATEMENT
In compliance with the Americans with Disabilities Act, the City of Pampa will provide for reasonable accommodations for persons attending City Commission meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Karen Price, City Secretary, at 669-5750. City Hall is wheelchair accessible. Entry is on the West side of the building.

AGENDA REMOVAL NOTICE

This public notice was removed from the official designated bulletin board at 201 W. Kingsmill Street, Pampa, Texas, City Hall on the following date and time:

Date: ___________________________ Time: ___________________________

By: ________________________________
AGENDA ITEM NO. 1

ITEM/PROJECT: MINUTES

MEETING DATE: APRIL 8, 2014

DESCRIPTION: Consider approving the minutes of the March 25, 2014 Public Hearing/Regular City Commission Meeting as presented.

STAFF CONTACT: Karen Price

FINANCIAL IMPACT: 

SOURCE OF FUNDS: 

START/COMPLETION SCHEDULE: 

RECOMMENDED ACTION: 

BACKGROUND/ADDITIONAL INFORMATION: Minutes attached.
CALL TO ORDER: Mayor Pingel at 4:01 p.m.

PRESENT: Brad Pingel Mayor
        John Studebaker Commissioner
        Chris Porter Commissioner
        Karen McLain Commissioner

ABSENT: Robert Dixon Commissioner

STAFF: Richard Morris City Manager
        Leland Waters City Attorney
        Karen Price City Secretary
        Robin Bailey Finance Director
        Donny Hooper Public Works Director
        Gayla Pickens Asst. Finance Director
        Kevin Webb IT Managers
        Jil Arias Engineer
        Gary Turley OMI

VISITORS: Matt Green Briarwood Church
          Clay Rice PEDC
          Kathy Cota PEDC

NEWS MEDIA: Mike Ehrle KGRO Radio
            Tim Howsar Pampa News

INVOCATION: Matt Green Briarwood Church

PLEDGE OF ALLEGIANCE

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PUBLIC HEARING: The City Commission will conduct a Public Hearing for the purpose of hearing public comments concerning the following request: James Kephart request to rezone Lot 15, Block 3, Broadmoor Addition, from Single Family 2 Residential to Commercial District. Lot is located at 312 N. Sumner. The applicant proposes to rezone the lot to match the zoning for his other Commercial lots which are contiguous with the subject lot, for the purpose of selling all the lots. (Information on proposed rezoning is attached).

14-041

Mayor Pingel opened the Public Hearing for the Rezoning request at 4:04 p.m. Jildardo Arias, City Engineer gave an overview of the Rezone request. Mayor Pingel asked if there was anyone present that wanted to speak concerning the request, there being no one, Mayor called for a motion to close the Public Hearing, a Motion was made by Commissioner Porter and Seconded by Commissioner Studebaker to closed the Public Hearing at 4:06 p.m., with each Commission Member voting AYE, the motion carried.

PUBLIC COMMENTS: NONE

AUTHORIZED BY COMMISSION:

14-042

1. Consider approving the minutes of the March 11, 2014 Public Hearing/Regular City Commission Meeting as presented.
A motion was made by Commissioner Studebaker and Seconded by Commissioner McLain to approve the minutes of the March 11, 2014 Public Hearing/Regular City Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

14-043

2. Excuse the absence of Commissioner Karen McLain from the March 11, 2014 Public Hearing/Regular City Commission Meeting.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter to excuse the absence of Commissioner Karen McLain from the March 11, 2014 Public Hearing/Regular City Commission Meeting, with each Commission Member voting AYE, the motion carried.

14-044


A motion was made by Commissioner Porter and Seconded by Commissioner Studebaker to accept the City of Pampa’s 2013 Comprehensive Annual Financial Report (CAFR), with each Commission Member voting AYE, the motion carried.

14-045

4. Consider adopting on second and final reading Ordinance No. 1614, an Ordinance of the City of Pampa approving a negotiated settlement agreement between the steering committee of cities served by Atmos West Texas and Atmos Energy Corporation, West Texas Division.

ORDINANCE NO. 1614

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT AGREEMENT BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2013 STATEMENT OF INTENT TO INCREASE RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE TARIFFS ATTACHED TO THE SETTLEMENT AGREEMENT TO BE JUST AND REASONABLE; APPROVING A NEW RATE REVIEW MECHANISM; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.

A motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to adopting on second and final reading of Ordinance No. 1614 and Ordinance of the City of Pampa approving a negotiated settlement agreement between the steering committee of cities served by Atmos West Texas and Atmos Energy Corporation, West Texas Division, with each Commission member voting AYE, the motion carried.

ORDINANCE NO. 1615

AN ORDINANCE OF THE CITY OF PAMP A, TEXAS, AMENDING SECTION 8, AREA REGULATIONS, PART 2 LOT WIDTH, AND PART 6 SIDE YARD, OF ORDINANCE NO. 690 AS AMENDED, (APPENDIX A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), SO THAT LOTS 2 THROUGH 10 IN BLOCK 1, LOTS 1 THROUGH 8 AND LOTS 10 THROUGH 17 IN BLOCK 2, AND LOTS 3 THROUGH 9 IN BLOCK 3 OF THE EDWIN PARK SUBDIVISION, AN ADDITION TO THE CITY OF PAMPA, GRAY COUNTY, TEXAS, SHALL BE SUBJECT TO A MINIMUM LOT WIDTH OF 43 FEET AND A MINIMUM REQUIRED SIDE YARD OF 10 FEET ON ONE SIDE ONLY, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Porter and Seconded by Commissioner Studebaker to adopt on second and final reading Ordinance No. 1615, an Ordinance of the City of Pampa amending Section 8, Area Regulations, Part 2, “Lot Width” and Part 6, “Side Yard” of Zoning Ordinance No. 690, with each Commission Member voting AYE, the motion carried.

6. Consider approving on first reading Ordinance No. 1616, an Ordinance of the City of Pampa amending Section 3 of Zoning Ordinance No. 690, changing from Single Family 2 Residential to Commercial District, property located at 312 N. Sumner.

ORDINANCE NO. 1616

AN ORDINANCE OF THE CITY OF PAMP A, TEXAS, AMENDING SECTION 3 OF ORDINANCE NO. 690 (APPENDIX A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), PASSED AND APPROVED ON APRIL 8, 1969, CHANGING FROM A SINGLE-FAMILY 2 DISTRICT AND PLACING IN A COMMERCIAL DISTRICT ALL OF LOT 15, BLOCK 3, BROADMOOR ADDITION TO THE CITY OF PAMPA, GRAY COUNTY, TEXAS, AND PROVIDING FOR EFFECTIVE DATE.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter to approve on first reading Ordinance No. 1616, an Ordinance of the City of Pampa amending Section 3 of Zoning Ordinance No. 690, changing from Single Family 2 Residential to Commercial District, property located at 312 N. Sumner, with each Commission Member voting AYE, the motion carried.

7. Consider awarding a bid from Johnny E. Lightfoot, Jr. in the amount of $850.00 for delinquent tax property located at Lot 1, Block 37, Talley Addition, commonly known as 401 N. Roberta.

A motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to award a bid from Johnny E. Lightfoot, Jr. in the amount of $850.00 for delinquent tax property located at Lot 1, Block 37, Talley Addition, commonly known as 401 N. Roberta, with each Commission Member voting AYE, the motion carried.
8. Consider awarding a bid from W. A. Poteet in the amount of $375.00 for delinquent tax property located at Lots 18 & 19, Block 25, Wilcox Addition, commonly known as 732 Denver.

A motion was made by Commissioner McLain and Seconded by Commissioner Porter to award a bid from W. A. Poteet in the amount of $375.00 for delinquent tax property located at Lots 18 & 19, Block 25, Wilcox Addition, commonly known as 732 Denver, with each Commission Member voting AYE, the motion carried.

14-050


A motion was made by Commissioner Studebaker and Seconded by Commissioner McLain to approve the List of Disbursements dated February 2014, with total Disbursements being $2,416,977.53 and amount after balance sheet and income accounts being $1,869,881.60, with each Commission Member voting AYE, the motion carried.

ADJOURNMENT

There being no further business on the agenda, the meeting was adjourned at 4:40 p.m. by Mayor Pingel.

Karen L. Price, City Secretary Brad Pingel, Mayor

WORK SESSION – CITY COMMISSION TRAINING – No Action to be Taken

- G-200 TEXAS PUBLIC OFFICIALS WORKSHOP – Conducted by Colleen O’Neal, District Coordinator – Lubbock, Texas – District 5A

CALL TO ORDER: AT 5:00 p.m.
ADJOURNED AT: AT 7:20 p.m.

Karen L. Price, City Secretary Brad Pingel, Mayor
AGENDA ITEM NO. 2

ITEM/PROJECT: COMMISSION ABSENCE

MEETING DATE: APRIL 8, 2014


STAFF CONTACT:

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION:

BACKGROUND/ADDITIONAL INFORMATION:
AGENDA ITEM NO. 3

ITEM/PROJECT: ORDINANCE NO. 1616-PROPERTY REZONING

MEETING DATE: APRIL 8, 2014

DESCRIPTION: Consider adopting on second and final reading Ordinance No. 1616, an Ordinance of the City of Pampa amending Section 3 of Zoning Ordinance No. 690, changing from Single Family 2 Residential to Commercial District, property located at 312 N. Sumner.

STAFF CONTACT: Donny Hooper
Jildardo Arias

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION: Staff recommends adopting Ordinance No. 1616 on its second and final reading.

BACKGROUND/ADDITIONAL INFORMATION: Ordinance No. 1616 & backup materials attached.
ORDINANCE NO. 1616

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING SECTION 3 OF ORDINANCE NO. 690 (APPENDIX A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), PASSED AND APPROVED ON APRIL 8, 1969, CHANGING FROM A SINGLE-FAMILY 2 DISTRICT AND PLACING IN A COMMERCIAL DISTRICT ALL OF LOT 15, BLOCK 3, BROADMOOR ADDITION TO THE CITY OF PAMPA, GRAY COUNTY, TEXAS, AND PROVIDING FOR EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PAMPA, TEXAS:

Section 1.

That Section 3 of Ordinance No. 690 passed and approved by the City of Pampa, Texas, the 8th day of April, 1969 (Appendix A to the Code of Ordinances, City of Pampa, Texas) is hereby amended so that the following described property shall be, and it is hereby, changed from a Single-Family 2 District and placed in a Commercial District, to-wit:

All of Lot 15, Block 3, Broadmoor Addition to the City of Pampa, Gray County, Texas, according to the duly recorded map or plat thereof.

Section 2.

This ordinance shall be effective upon its final reading and passage as provided by law.

INTRODUCED, PASSED, and APPROVED on its first reading this 25th day of March, 2014.

INTRODUCED, PASSED and APPROVED on its second and final reading this 8th day of April, 2014.

CITY OF PAMPA, TEXAS

By: _______________________________
        Brad Pingel, Mayor

ATTEST:

__________________________________
Karen L. Price, City Secretary

APPROVED AS TO FORM:

__________________________________
Leland W. Waters, City Attorney
James Kephart Rezone Request
Lot 15, Block 3 Broadmoor Addition

Lot 15, Block 3 Broadmoor Addition
Currently Zoned SF-2 Residential

Mr. Kephart’s Other Property
Currently Zoned Commercial
(Includes former U-Top-It Building)
AGENDA ITEM NO. 4

ITEM/PROJECT: RESOLUTION NO. R14-005 – MUTUAL AID AGREEMENT

MEETING DATE: APRIL 8, 2014

DESCRIPTION: Consider adopting Resolution No. R14-005, a Resolution of the City of Pampa, Texas authorizing the City’s participation in the Panhandle Region Regional Mutual Aid Agreement.

STAFF CONTACT: Richard Morris

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION:

BACKGROUND/ADDITIONAL INFORMATION: Resolution No. R14-005 and Background information attached.
RESOLUTION NO. R14-005

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, AUTHORIZING THE CITY’S PARTICIPATION IN THE PANHANDLE REGION (TEXAS STATE PLANNING REGION 1) REGIONAL MUTUAL AID AGREEMENT AND DESIGNATING THE MAYOR TO SERVE AS THE CITY’S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, the City of Pampa is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the City’s residents and their property; and

WHEREAS, in the event of a large-scale disaster, the City of Pampa could be faced with a situation that exceeds its capacity to effectively respond to the incident thereby placing residents and their property at greater risk; and

WHEREAS, this same limitation impacts localities across the Texas Panhandle; and

WHEREAS, it would benefit the City of Pampa, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher, more appropriate level of response; and

WHEREAS, the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among the localities of the region, as needed and available, to afford all residents of the Panhandle a greater degree of protection; and

WHEREAS, the City of Pampa finds that it is in the best interest of its residents to participate in the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

NOW THEREFORE, be it resolved by the City Commission of the City of Pampa, Texas, that:

1. The City is hereby authorized to join itself as a party to the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

2. The Mayor, as the City’s Emergency Management Director, is designated to serve as the City’s Chief Representative in all matters pertaining to its participation in this Agreement.

3. The City agrees to abide by the terms of this Agreement insomuch as it benefits the welfare and safety of our residents and their property.

PASSED AND APPROVED this 8th day of APRIL, 2014.

CITY OF PAMPA, TEXAS

By: ________________________________

Brad Pingel, Mayor
ATTEST:

___________________________________
Karen L. Price, City Secretary

APPROVED AS TO FORM:

___________________________________
Leland W. Waters, City Attorney
PARTICIPATION NOTIFICATION FORM

I hereby notify the Panhandle Regional Planning Commission, for its notification to its members, that the City of Pampa has approved participation in the Updated Panhandle Region (Texas State Planning Region 1) Regional Mutual Aid Agreement, by resolution of its governing body, a true copy of which is attached and incorporated herein.

By: ________________________________
    Signature

Brad Pringle
    Printed Name

Mayor, City of Pampa
    Title

______________________________
    Date
DATE: 4 April 2014
TO: City of Pampa City Council
FROM: John Kiehl, Regional Services Director
SUBJECT: Updated Panhandle Regional Mutual Aid Agreement

BACKGROUND:

The development of the original Panhandle Regional Mutual Aid Agreement (MAA) was prompted by RP-01 (Governor's Executive Order); signed in 2001. PRPC, working under the direction of the Panhandle Regional Emergency Management Advisory Committee (PREMAC), produced the first generation Panhandle MAA in 2004 and in time, it was adopted by each City and County in the Panhandle.

Since then, the regional MAA has been exercised on frequent occasions. It was used to share resources during the million-acre fires of 2006, on the 2007 Cactus tornado, on the Willowcreek South/Tanglewood Complex fires of 2011 and on numerous other occasions when it was used to keep smaller incidents from morphing into more destructive events. That is the primary intent of the Panhandle MAA; to utilize regional resources, when local mutual aid assets have been exhausted, in an effort to prevent a fire or other hazard situation from growing into a disaster.

Recent developments have resulted in the need to update the Panhandle MAA. During the last Legislative Session, changes were made to the Statewide Mutual Aid System (found in Chapter 418; Local Government Code). HB3178 resulted in the following changes to the Statewide system.

1. Sec. 418.1181. REIMBURSEMENT OF COSTS: REQUEST BY LOCAL GOVERNMENT ENTITY. (a) If a local government entity requests mutual aid assistance from another local government entity under the system that requires a response that exceeds 12 consecutive hours, the requesting local government entity shall reimburse the actual costs of providing mutual aid assistance to the responding local government entity, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, incurred by the responding local government entity in response to a request for reimbursement. Local government entities with a mutual aid agreement when the request for mutual aid assistance is made are subject to the agreement's terms of reimbursement, as provided by Section 418.111.

2. Sec. 418.115. REQUESTING AND PROVIDING MUTUAL AID ASSISTANCE. (a) A request for mutual aid assistance may be submitted verbally or in writing. If a request is made verbally, it must be confirmed in writing within 30 days of the date on which it is made.

3. Section 418.114. PROCEDURES FOR MUTUAL AID. The bill repealed this section which had required state planning regions (e.g., the PRPC) to develop procedures for the provision of mutual aid by political subdivisions within the planning region in response to a request by another political subdivision in the region or outside of the region, or by the state.
On recent large fires, when FEMA was asked to provide Fire Management Assistance Grant (FMAG) assistance to cover the costs of the agencies that participated in the response, FEMA would not reimburse the responding agencies. The agency denied those costs on the basis of the fact that on ordinary events; Panhandle agencies were helping each other out at no cost.

FEMA basically determined that Panhandle response agencies could not pick and choose the events on which they would seek reimbursement. Because the 2004 MAA essentially allowed for the free exchange of mutual aid between Panhandle agencies; FEMA wants FMAG events to be treated the same way. Therefore, with the Willowcreek South Complex/Tanglewood Complex fires of 2011, FEMA denied reimbursement to the agencies outside of Potter/Randall counties that assisted in putting out those fires. According to the HB3178 bill analysis, this was also one of the primary reasons why Chapter 418 was recently modified.

The PRPC’s PREMAC has been working on the update of the Panhandle MAA since HB3178 was enacted. The updated agreement, which is attached to this memo, was finally approved in March. It’s been endorsed by the PRPC Board of Directors for regional use and it’s now coming to you for your consideration of adoption.

The most notable change in this updated version is that as with the recently modified Statewide Mutual Aid System, the Panhandle MAA now contains a provision for the payment of response costs when a response agency is asked to stay on scene for a period that exceeds twelve (12) consecutive hours.

Even though HB3178 removed the obligation for planning regions to maintain procedures for the exchange of regional mutual aid; the PREMAC thought it was important that the Panhandle MAA be updated and continued to be used in the region. Here are several reasons as to why they decided to do so.

- Regional mutual aid agreements have not worked as well in other areas of the State as this one has in the Texas Panhandle. People that live outside the Panhandle are often struck by how well the region’s agencies/local governments work together. The Panhandle MAA simply builds off the cooperative nature inherent to the Panhandle. The original MAA has proven its value on many previous occasions. The PREMAC believes this updated MAA will continue to do the same.

- It was inevitable that as some point, language concerning response cost recovery was going to have to be added to the MAA. However, in this instance, the PREMAC has done so in a way in which those costs can be easily managed and contained. A 12-hour operational period was added to the Statewide Mutual Aid System without a clear definition as to what that actually meant. With this update, the PREMAC has given a regional definition to the term. The 12-hour period starts when a response team checks in on-scene and ends when they determine its time to go or when they’re released by the Incident Manager. Putting these parameters on the definition will make it much easier for an Incident Manager to schedule teams on/off an incident. Understand that the cost provision of the updated MAA will only kick-in after the 12\textsuperscript{th} consecutive on-scene hour. So, as long as a team is released before the end of the 12\textsuperscript{th} hour; the MAA can still operate more or less as it has since 2004.

- The provisions of the Statewide Mutual Aid, codified in Chapter 418 and which can also be found at \url{http://txwarn.org/pdf/StatewideMutualAidAgreement.pdf}, are not as clearly articulated as they are in the updated MAA. Because it’s not used on a daily basis, the PREMAC wanted the regional MAA to provide straightforward guidance to the region’s Chief Elected Officials so that when it is needed, it can be activated without the need for legal translation.
Jurisdictions are still strongly encouraged to maintain normal mutual aid relationships with their neighboring jurisdictions (as you have now for years). The regional MAA is only intended to be used on events that exceed your local response capabilities (including those you have through your normal mutual aid agreements).

Now in regard to your options for maintaining mutual aid beyond your normal agreements, you basically have two choices. You can either renew your participation in the Panhandle Regional MAA or you can simply rely on the Statewide Mutual Aid System; the choice is yours. Given that it has been updated, this new version of the Panhandle MAA supersedes the original version so the old version no longer exists.

In any event, the local Disaster District Chair (DDC – the DPS Captain for the Panhandle region) needs to be notified of your decision. Again, this is something you can do yourself or if you'd like, PRPC staff will assist you in doing so.

If you elect to adopt the updated Panhandle MAA, please email or fax a signed copy of the adopting resolution and the Participation Notification Form to the PRPC. Copies of those documents will be forwarded to the DDC. A copy will also be electronically stored in PARIS along with the Emergency Operations Plan for your County. That way, a copy will always be available and accessible to your EMC whenever it's needed. Signed copies of the documents can either be emailed to jkiehl@theprpc.org or faxed to (806) 373-3268.

If you feel it's in the better interest of your jurisdiction to simply rely on the updated Statewide Mutual Aid Plan, if you would, please let us know that as well. If you want us to pass that information onto the DDC we will but in so doing, you'll also be confirming that you will no longer be participating in the regional MAA.

Given that we’ve already had several large fire incidents occur this year in the region, it's timely that this discussion on regional (or Statewide) mutual aid be revived; this could be another active fire season. In closing, the regional MAA has always contained a provision that would allow a jurisdiction to withdraw from the agreement and that continues to be the case with this updated MAA. However, in the ten years in which it has existed, no jurisdiction has elected to withdraw from the regional agreement.

**RECOMMENDATION:**

It's recommended that the City Council of the City of Pampa consider the adoption of the PRPC PREMAC's 2014 Updated Panhandle Regional Mutual Aid Agreement and take whatever action it deems appropriate.
PANHANDLE REGION (TEXAS STATE PLANNING REGION 1)  
MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "Agreement") is made by and between the cities and counties of the Texas State Planning Region 1 (as designated by the Governor's Office) and for the purpose of this document referred to as the "PRPC COG" or "COG"), who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating party (the "Parties").

RECITALS

A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.

B. The Parties recognize the vulnerability of the people and communities located within the Region 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.

C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during recovery periods.

D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.

E. The Parties hereto 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) as amended and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 1.

G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing, bodies, hereby agree as follows:
1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.

2. **Previous Agreement.** This Agreement replaces the previous Regional Mutual Aid Agreement created for Texas State Planning Region 1 in March 2004.

3. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

4. **Definitions.**

   "**Civil emergency**" means 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.

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

   "**Declaration of Local Disaster**" means an official statement issued by a jurisdiction's Emergency Management Director or his/her authorized designee to declare that a state of emergency exists in the jurisdiction, or part thereof, as a result of natural or man-caused conditions which may present severe threats to life and property of the residents therein.

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

   "**Disaster**, consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, of 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, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" does not include ordinary emergencies, such as a small localized hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.
"Disaster District Committee Chairman or DDC" means the Chairman of the region’s Disaster District. Disaster Districts are Texas’ regional emergency management organizations that serve as the initial source of state emergency assistance for local governments. The Chairman, who is the local Texas Highway Patrol commander, directs each District and will, when requested, facilitate the identification, mobilization, and deployment of personnel, equipment, supplies, and technical support in response to requests for emergency assistance from local governments.

"Incident Command System or ICS" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a sub-component of NIMS.

"Incident Commander" means the person responsible for all aspects of an emergency response; including quickly developing incident objectives (incident action plans), managing all incident operations, application of resources as well as responsibility for all persons involved.

"Panhandle Multi-Agency Coordination Center or PMACC" means the organizational structure developed and managed by the PRPC’s Panhandle Regional Emergency Management Advisory Committee (PREMAC) to facilitate the filling of mutual aid resource and asset requests, to the extent possible, during large-scale emergencies or disasters in the Panhandle region. The MACC works in coordination with the DDC.

"Mutual Aid" means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.

"National Incident Management System or NIMS" means a system prescribed by Homeland Security Presidential Directive 5 to coordinate emergency preparedness and incident management among various federal, state, and local agencies. NIMS provides a uniform nationwide approach to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents no matter what the cause, size or complexity, including catastrophic acts of terrorism and disasters.

"Operational Period" means the period of time scheduled for the execution of a given set of operational actions such as those specified in the Incident Commander’s incident action plan.

"Requesting Party" means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.

"Responding Party" means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

"Unified Command" means an group that consists of the Incident Commanders from the various jurisdictions or organizations involved with a disaster response joining together to form a single command structure.

"WebEOC®" means a specific named web-enabled crisis information management system that allows for real-time information sharing. WebEOC® provides a method for expedient information exchange between organizations, within and across disciplines and geographic regions regarding the actual status of events as they are occurring.
5. **Request for Assistance.** The request for assistance:

   a. will be made only after the Requesting Party's response assets and those assets available through the Requesting Party's local mutual aid agreements, if such other agreement(s) exist, have been fully committed to the emergency or disaster response;

   b. will be made after a Declaration of Local Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code;

   c. will be made by the highest ranking authority of the Requesting Party available at the time of need or as provided under sub-part e. below;

   d. will be made to the highest ranking authority of the Responding Party available at the time of need or as provided under sub-part e. below;

   e. may be made by the highest ranking authority of the Requesting Party to the DDC or to DDC's designated authorized representative who may in turn activate the PMACC to assist in filing the mutual aid request(s);

   f. will specify to the greatest extent possible the location to which the resources are to be dispatched, the nature of the problem requiring assistance, the resources requested, and the specific time the resources will be needed;

   g. may be made verbally or in writing; however, if a request is made verbally, it must be confirmed in writing as soon as practical thereafter the verbal request is made; and

   h. should, when made in writing or later confirmed in writing, to the extent technically possible, utilize the State of Texas Assistance Request (STAR) form found in WebEOC® to document the request.

5b. **Response to Request for Assistance.**

Notwithstanding anything in this Agreement, the decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and to what extent the Responding Party's resources are available and should be provided and subject to availability that does not disrupt proper service to its own jurisdiction.

6. **Parties' Emergency Management Plan.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/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 mutual aid. The emergency management plan shall be submitted to the Texas Division of Emergency Management.

7. **Emergency Management Director.** The County Judge of each county or Mayor of each city participating in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.
Each Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.

8. **Incident Command.**
   
   (a) Each Party will have an incident command system in place. The Requesting Party will designate an Incident Commander.

   Resources provided by the Responding Party will be under the direction of the Requesting Party’s Incident Commander, unless the Incident Commander based on the facts and conditions at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other valid reason. In order to realize maximum effectiveness, it is the intention of the Parties that to the extent possible, responses will be made under a unified command with the highest degree of coordination possible under the circumstances.

   (b) The Incident Commander of the Responding Party shall report to the Requesting Party’s Incident Commander at the location to which the mutual aid resources are dispatched.

   (c) A Responding Party shall be released by the Incident Commander when the services of the Responding Entity are no longer required or when the officer in charge of the Responding Party’s forces determines, in the officer’s sole discretion, that further assistance should no longer be provided.

   (d) Responding personnel must meet the minimum standards for their position as established by their jurisdiction.

   (e) If there is a conflict between the operating procedures and professional standards of the Responding Party and the Requesting Party, the operating procedures and professional standards of the Responding Party will control the use of the Responding Party’s assets and personnel.

9. **Training and Exercises.** The Parties will ensure that their personnel and appropriate officials are properly trained in ICS and NIMS and will endeavor to actively participate in multi-jurisdictional training exercises and drills for the type of emergency response situations which may result in a request under this Agreement.

10. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in disaster response situations.

    Notwithstanding the foregoing, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.
Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

11. **Responsibility for Response Costs.** The Parties to this Agreement concur that the Requesting Party shall not be required to reimburse a Responding Party for response costs incurred during the first 12-hour Operational Period. The Requesting Party will be required to reimburse for response services delivered by the Responding Party after the first Operational Period. For the purpose of this Agreement an Operational Period begins when the Responding Party checks in at the scene of operation and ends when the Responding Party is released by the Incident Commander or leaves the scene of its own volition (per Paragraph 8, Sub-part (c) above).

If a Responding Party has not been released by the Requesting Party's Incident Commander and incurs costs beyond the first Operational Period, the Requesting Party will make reimbursement as soon as practical thereafter following the receipt of a claim by the Responding Party. The claim may include documented costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation incurred in providing the mutual aid assistance requested by the Requesting Party.

If after 90 days from the receipt of said claim, reimbursement has not been made then, the Responding Party may contact the Requesting Party to work out a mutually-agreeable payment schedule for settling the claim. In the event of a dispute regarding a request for reimbursement, both parties agree to submit the matter to mediation using a mediator acceptable to both parties.

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

Agencies or organizations that self-deploy to an emergency or disaster scene, without having been requested by the Requesting Party in accordance with Paragraph 5 above, will not be eligible for reimbursement; regardless of the amount of time spent at the scene. Self-deploying agencies or organizations may be instructed by the Incident Commander to leave the scene.
12. **Participation Notice.** Each Party shall notify the PRPC COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

13. **Administrative Services.** The PRPC COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, in a routine, timely manner, with a current list of contact information for each Party.

14. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.

15. **Adjacent County Participation.** Jurisdictions and agencies in counties adjacent to but outside of Texas State Planning Region 1, including those in Oklahoma and New Mexico that have traditionally exchanged mutual aid with jurisdictions and agencies inside Texas State Planning Region 1 may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.

16. **Inventory and Database.** A database of mutual aid resources available for response under this Agreement will be managed and maintained by the COG and made accessible to the participating Parties on a timely basis. The PRPC COG has developed a web-based asset management system, called the Panhandle Area Regional Information System or PARIS, which now enables each Party to register and manage their own response asset information either for their sole benefit and/or for the benefit of other Parties in times of emergency or disaster. PARIS is used to support the mutual aid resource request-filling functions of the PMACC and the more complete and current the PARIS database, the more effective the PMACC can be in fulfilling mutual aid requests. As such, all Parties to this Agreement are strongly encouraged to maintain their mutual aid response asset information in PARIS. The PRPC COG will ensure that periodic reminders are sent to the Parties to prompt them to update their information, place any new resource information into PARIS, and take other actions reasonably necessary to ensure the accessibility of the information. The PARIS mutual aid resource information will be restricted for use solely by the current Parties participating in this Agreement.

17. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party’s governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.

18. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

19. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.
20. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

21. **Civil Liability to Third Parties.** Each Responding Party and Requesting Party will be responsible for any civil liability for its own actions and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

22. **Waiver of Claims Against Parties; Immunity Retained.** The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney’s fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.

23. **Insurance.** To the extent possible, each Party under this Agreement will maintain the following insurance coverages at the appropriate levels:

   (a) Worker’s 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.

To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of actions related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and Public Official’s liability insurance, if applicable, or maintain a comparable self-insurance program.

24. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

25. **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.

26. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Paragraph 17 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

27. **Maintenance and Review of the Agreement.** With PRPC Administrative Regulation #36, the PRPC Board of Directors has charged the Panhandle Regional Emergency Management Advisory Committee (PREMAC) with providing "general direction to foster the development and maintenance of a region-wide system of Mutual Aid". The PREMAC will review this Agreement at least every five years, from the date of its adoption by the PRPC Board, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the PREMAC will be presented to the PRPC Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 17.

28. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

29. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

30. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.

31. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

32. **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.
33. **Representation of Authority.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

34. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

35. **Captions.** Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.