



## **Filing Receipt**

**Filing Date - 2024-08-27 10:08:56 AM**

**Control Number - 56822**

**Item Number - 45**

**PROJECT NO. 56822**

**INVESTIGATION OF EMERGENCY § PUBLIC UTILITY COMMISSION  
PREPAREDNESS AND RESPONSE BY §  
UTILITIES IN HOUSTON AND § OF TEXAS  
SURROUNDING COMMUNITIES §**

**COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
TO TARGETED ELECTRIC MOUS  
QUESTION NOS. STAFF 1-1 THROUGH 1-120**

**RESPONSE FROM CITY OF LIVINGSTON, TX 08-21-2024**

**Electric Utilities – Emergency Planning and Event Response**

**Staff 1-1a,b,c,d,e,f,g,h.**

The City of Livingston does not conduct hurricane or major storm drills.

**Staff 1-2,3,4**

The City does not seek participation of customers or departments for any hurricane drills.

**Staff 1-5,6,7**

The Light and Power director utilized the NOAA website, Accuweather website, Texas Emergency Management System, and the local Emergency Management System to track Hurricane Beryl. Tracking typically begins approximately 5-7 days before landfall and is the case for Hurricane Beryl.

**Staff 1-8**

The City has no outage tracking system.

**Staff 1-9**

A request for assistance was issued to TPPA after Hurricane Beryl made landfall.

**Staff 1-10**

Restoration efforts are organized based on the following order of priorities:

1. Hospitals and eldercare facilities
2. Grocery stores, Pharmacies, and Service stations
3. Water and Sewer Treatment facilities
4. Emergency Services (police & fire department)
5. Banks and key businesses
6. Residences

Electric power service was confirmed for all Hospitals and Eldercare facilities first. Water and sewer facilities did not experience power outages. Restoration of most facilities followed as outlined above. Emergency Services, Water Treatment facilities and Sewer Treatment facilities have backup generators that were utilized during Hurricane Beryl.

**Staff 1-11**

Generally, all complaints are handled over the phone when someone calls in to City Hall, whether during an emergency or not. The City communicates with the public through a web site (and now Facebook) as well as by phone. The City communicates with the commission; the Office of Public Utility Counsel (OPUC); local and state governmental entities, officials, and emergency operations centers, the media and critical load customers through direct communication via phone, text or personal contact. Also, the City used the GENASYS system, which updated all subscribers to it who were located in the Impacted Area through e-mail and automated phone messages – providing emergency information and updates.

**Staff 1-12,13**

The City does not use any operating condition system.

**Staff 1-14**

Annually, in the month of May, the Light and Power Director reviews material inventory in preparation of storm repairs and ensures any necessary items are ordered prior to hurricane season. Tasks and Actions are referenced in the EOP Section 3 and Annex E section E.1.

**Staff 1-15**

The City was not affected by the May 2024 Derecho event. On July 8, 2024 Hurricane Beryl made landfall. By noon damage was reported for the City's service area. Employees were dispatched to assess the damage. TPPA was contacted at 3 pm to request mutual assistance. Local crews began working Monday night to identify damaged feeders. Transmission service from Entergy/SHECO was out from noon Monday, July 8<sup>th</sup>, through noon Wednesday, July 10<sup>th</sup>. Tuesday morning local crews began assembling materials for repairs. The City of Seguin Electric Utility arrived Tuesday evening to assist with repairs. Crews continued repairs through Thursday evening.

**Staff 1-16**

After Hurricane Beryl, all feeders were de-energized due to the transmission outage. There were approximately 3500 metered customers who were out of power. Repairs and replacement began Monday Evening, July 8<sup>th</sup>. Transmission service was restored at noon on Wednesday July 10<sup>th</sup>. The North feeder still required repairs to the area North of Mimosa St with approximately 100 customers out of power until Thursday, July 11<sup>th</sup> at noon. There were 8 customers with damaged meter loops/services that required customer repairs prior to re-energization.

**Staff 1-17a.**

The City of Livingston was not affected by May 2024 Derecho.

**Staff 1-17b,c.**

Geographic areas are shown by the attached feeder map. All neighborhoods are located in the City of Livingston, Texas, 77351, Polk County. The factors that contributed to the damage to utilities were from trees and limbs. The entire City experienced a power outage due to loss of transmission service from Entergy/SHECO. The City has no control over transmission lines outside of the City of Livingston and has to rely on a third party for repairs to incoming transmission lines.

Mimosa St (Grid F7) experienced the most damage with approximately 4 poles broken due to trees. N Washington from Mimosa St to the north experienced the longest outage time at a maximum 72 hours.

**Staff 1-18**

No major challenges were encountered in restoring operations.

**Staff 1-19,20**

No after-action reports are available.

**Electric Utilities Communication and Coordination**

**Staff 1-21a,b,c**

The City of Livingston coordinates its response through the Polk County Emergency Management team, which coordinates the response of the local governments and other organizations within the service territory. The City generally will assess the impact or potential impact of a major storm and will consider increasing the staff assigned to emergency duties as needed. The City ensures that there is a dispatch employee available after hours in a hurricane or major storm event. The electric utility communicates restoration activities and progress to City Hall. Officials and employees at City Hall coordinate with each utility for any labor and repairs that need to be done. The City manager contacts each utility department head to assess the needs of each department. No additional staff are assigned to the call centers or help desks. The help desk employees provide information on Facebook and use the GENASYS Messaging App concerning updates for restoration. The City does not serve any retail electric providers.

**Staff 1-22**

Communication includes updates for Facebook, the City of Livingston website, and the GENASYS Messaging App.

**Staff 1-23,24,25**

The social media website was created along with the cell phone texting app to aid in communication and updates to all customers. The City of Livingston did not collect data regarding customer feedback that was received in response to our service restoration efforts during and in the aftermath of Hurricane Beryl. No additional steps are being taken at this time. The City of Livingston is a small community, and we already optimize coordination and communication with other local governments, medical and eldercare facilities and all other relevant organizations through direct communication between the individuals responsible for the individual entities. We further rely on the Polk County Emergency Management Team and the local Emergency Management Team to assist in such communication and coordination.

**Staff 1-26a,b,c,d,e,f.**

City Hall employs 1 full time employee with 3 additional fulltime employees as needed for its help desk. No additional employees, contract labor, or temporary workers were needed. The target wait time is as soon as possible and resolution time for communicating restoration a schedule is prioritized by the level of emergency. In-house supervisory training with additional online FEMA training is provided for help desk operators. The maximum call volume for Hurricane Beryl was approximately 2,000 calls.

**Staff 1-27**

The calls that came into City Hall were not logged, so the daily average and peak call volume cannot accurately be determined. However, since a significant percentage of those calls went through dispatch, we can provide the following numbers for that portion of the call volume. However, that system does not separate it into daily average and peak percentages, and it includes all calls to the City, including 911 calls. On July 8, 2024 dispatch answered 587 calls, on July 9, 2024 dispatch answered 184 calls, on July 10, 2024, dispatch answered 275 calls, on July 11, 2024 dispatch answered 136 calls, on July 12, 2024, dispatch answered 129 calls, on July 13, 2024 dispatch answered 73 calls, on July 14, 2024 dispatch answered 61 calls and on July 15, 2024 dispatch answered 178 calls. By July 11<sup>th</sup> 99% of the customers had restored power.

**Staff 1-28**

Communication includes updates for Facebook, the City of Livingston website, and the GENASYS Messaging App.

**Staff 1-29,30**

City Hall records incoming calls and has a retention time of 10 years. City Hall then creates work orders for restoration. The City Police Department receives calls after hours.

**Staff 1-31**

There were no pre-recorded messages related to either the May 2024 Derecho or Hurricane Beryl used by our help desk, nor were there any used by our dispatch.

**Staff 1-32a,b,c,d,e,f,g,h,i,j; 1-33; 1-34; 1-35; 1-36**

The City of Livingston does not utilize an outage tracker.

**Staff 1-37**

No smart meters were active yet for the City of Livingston.

**Staff 1-38**

No other local governments were contacted.

**Staff 1-39**

The City Manager contacts departments such as fire and police to prepare employees for response as outlined in the EOP Section 2.

**Staff 1-40,41,42**

Communications were sent out 24 hours prior to the landfall of Hurricane Beryl. All of the medical and eldercare facilities, as well as all critical infrastructure as defined by this question, were contacted by phone early on June 8, 2024, as soon as it became clear that Hurricane Beryl (downgraded by then to Tropical Storm Beryl) would actually pass nearby. The City communicates regularly with critical care customers by phone and/or in person, and the city ensures that at-risk customers are contacted either by phone or in-person regarding the emergency. The City is not an ERCOT-located utility.

## **Electric Utilities – Customer Restoration Workflow**

### **Staff 1-43,44**

A service restoration plan includes a priority list for outage restoration. See EOP 5.5. The priority restoration is summarized as the following:

1. Hospitals and eldercare facilities
2. Grocery stores, Pharmacies, and Service stations
3. Water and Sewer Treatment facilities
4. Emergency Services (police & fire department)
5. Banks and key businesses
6. Residences

### **Staff 1-45,46,47**

No changes have been made to the restoration plan. All of the City of Livingston is within Polk County. 100% of our customers did not have service due to outages caused by Hurricane Beryl on July 8, 2024, July 9, 2024 and throughout a part of July 10, 2025. On July 10, 2024, over 95% of the City's customers had service restored.

### **Staff 1-48**

City Hall receives calls for outages. Work orders are created and communicated to the electric utility employees. The employees assess the damage and repair workers are contacted for work.

### **Staff 1-49**

Records of materials and labor are created to provide information to FEMA. No other coordination is required.

### **Staff 1-50,51,52,53**

No major challenges were experienced during restoration after Hurricane Beryl. The City of Livingston had over 90% of the customers ready to receive power on July 9, 2024, but could not do so until Entergy, the company which provides the transmission lines into the City of Livingston, could get their lines fixed (which happened on July 10, 2024). There is nothing the City of Livingston could do to address that challenge, as the state of Entergy's transmission lines is outside of the City's control. No Incident Management System is utilized by the City.

## **Distribution Infrastructure**

### **Staff 1-54a,b,c**

Poles are inspected on a 4-year basis by sounding and prodding each pole. When a decision is made to replace a pole, the pole is tagged for replacement and a work order is created for the electric utility to begin work.

### **Staff 1-55**

The minimum right-of-way is 20' for distribution lines.

### **Staff 1-56a**

There are approximately 5,000 wood distribution poles, 10 steel distribution poles, and 90 steel transmission poles installed in the system.

**Staff 1-56b,c,d,e,f,g**

There were 14 wood distribution poles damaged due to Hurricane Beryl. The primary cause of pole break failures were trees. The NESC construction is built to Grade C.

**Staff 1-57a,b,c**

There are no distribution poles taller than 60'.

**Staff 1-58,59,60,61**

Distribution pole embedment is installed according to RUS standards of 10% pole length + 2'. These standards have not changed in the last 10 years. Standard pole sizes are as follows: Single phase – 40'CL4; Three phase – 45'CL3. Construction strength is NESC Grade C. NESC Grade B is used for major US Highway crossings and railroad crossings for increased strength and reliability.

**Staff 1-62a,b,c,d,e**

The impacted area that did not lose power was designed as NESC Grade C, wood poles located in 20' ROW widths. These lines were not designed to the latest NESC overload factors. Some falling limbs damaged lines and crossarms while the poles remained standing.

**Staff 1-63,64**

The City of Livingston was not affected by Derecho.

**Staff 1-65,66**

A total of 14 distribution poles were broken by trees during Hurricane Beryl. There are no reports available from the previous pole inspections.

**Staff 1-67**

The NESC provides national minimum standards that should be followed for equipment and lines in hurricane prone areas.

**Transmission Infrastructure**

**Staff 1-68,69,70,71,72**

The City of Livingston does not have a process for evaluating the hardening of transmission lines since it only owns and operates a small amount of transmission lines that interconnect its own substations on a radial feed. No transmission structures have been affected by hurricanes since installation in 1995. The designed wind loading is 140 mph for the transmission structures.

**Vegetation Management**

**Staff 1-73a,b,c,d,e**

For the past 5 years, the City has used Independent Contractors on an annual basis. The service area is divided into four quadrants, and one is designated to be trimmed each year. The City does not use in house vegetation management staff and does not have any data for cost difference. The City does not retain an arborist.

**Staff 1-74,75,76,77**

Clearance from vegetation is 20' for transmission lines and 10' for distribution lines. The ROW contractor works during the fall to provide clearance from vegetation for distribution and transmission lines. There are no inspection logs or field reports on hand for the past five years.

**Staff 1-78a,b,c,d,e**

The 13.8kV feeders that experienced outages during Hurricane Beryl are as follows:

1. North Feeder - 72 hours beginning July 8th
2. South Feeder - 48 hours beginning July 8th
3. West Feeder - 48 hours beginning July 8th
4. Feeder 211 - 48 hours beginning July 8<sup>th</sup>
5. Feeder 212 - 48 hours beginning July 8<sup>th</sup>
6. Feeder 213 - 48 hours beginning July 8<sup>th</sup>

The 138 kV Transmission was out for the 48-hour time period beginning July 8<sup>th</sup> which affected all distribution feeders. All outages were due to Fall-In or Blow-In trees.

**Staff 1-79**

Vegetation management records are not available.

**Staff 1-80, 81, 82,83**

The percentage of forced interruptions related to vegetation (trees) for Hurricane Beryl was 100%. Trees in the hardest hit area were affected by high winds during Hurricane Beryl and are being cleared in the next two months. 100% of the trees that contributed to the outages were outside of the easement or ROW.

**Staff 1-84,85**

Property owners love their trees and refuse to work with the utility to clear any potentially hazardous trees.

**Staffing and Mutual Assistance**

**Staff 1-86,87,88,89**

The City of Livingston was provided mutual assistance from the City of Seguin through the Mutual Aid membership of TPPA. A copy of the agreement and list of members are attached. After Hurricane Beryl affected the area of Livingston on July 8<sup>th</sup>, TPPA was contacted by the Light and Power Director. TPPA confirmed availability of crews from the City of Seguin. The mutual assistance crews were dispatched to Livingston Tuesday morning and arrived Tuesday afternoon. The mutual assistance crews were assigned separate areas to repair. The City of Livingston Line Foreman provided direction to the mutual assistance crew foreman for the assigned areas to repair.

**Staff 1-90**



The City Electric Utility Warehouse gathered materials needed for repairs and provided them to the working crews.

**Staff 1-91a,b,c,d,92**

The City of Livingston only received mutual assistance from the City of Seguin through TPPA. Crews of linemen and equipment were provided with no materials. The request was made via phone calls, so there is no documentation of the request, however, confirmation of mutual assistance is provided through the Mutual Aid Agreement. The City is able to accept or decline resources based on need.

**Staff 1-93,94**

Reimbursement of costs and expenses are covered in the mutual aid agreement. The warehouse was established as the staging area. There are 1 or 2 employees assigned to assist with materials and equipment at the warehouse.

**Staff 1-95,96,97**

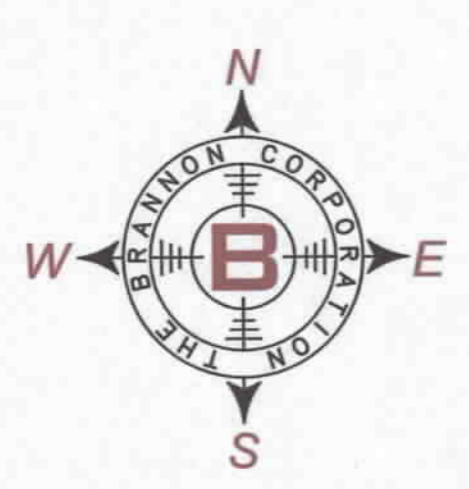
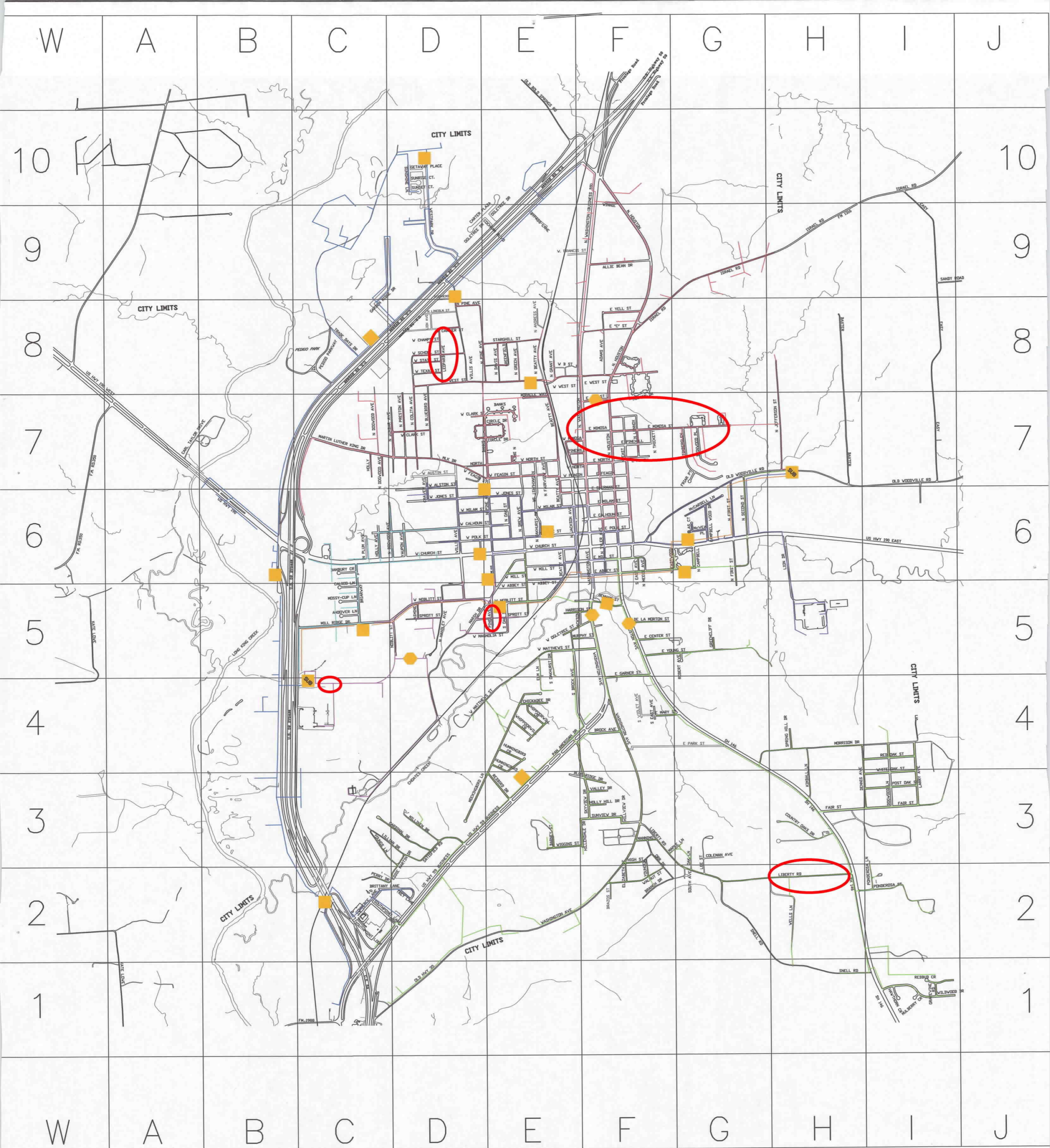
Similar crews and mutual assistance were provided as compared to the last Hurricane event. Internal staff were organized for local crews to begin repairs. The Line Foreman was assigned to direct and communicate with the mutual assistance crews. No training was required for the mutual assistance crews.

**Mobile Generation**

**Staff 1-98 through 1-120**

The City of Livingston did not operate, utilize, or loan any mobile generation during or following Hurricane Beryl.

The above information is provided and witnessed by Bill Wiggins, City Manager for the City of Livingston, TX and is accurate to the best of his/her knowledge.



- NORTH
- WEST
- SOUTH
- EXPRESS
- 213
- 212
- 211
- SUB
- G.O.A.B
- 3ø BREAKER

LATEST PRODUCTION DATE: 23 OCTOBER 2023

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## 2023 ELECTRIC SERVICE AREA MAP CITY OF LIVINGSTON

LIVINGSTON, POLK COUNTY, TEXAS



### BRANNON CORP

CIVIL ENGINEERS

1321 SOUTH BROADWAY  
TYLER, TX 75701  
(903) 597-2122

THE C.T. BRANNON CORPORATION  
TX FIRM REGISTRATION #F-242  
WWW.BRANNONCORP.COM

PROJECT NO. 09201	SHEET NO. <b>1.0</b>	ISSUED FOR:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS			NO.	DATE	REMARKS									
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DATE: SEPTEMBER 2023



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# MEMBER UTILITIES

**TPPA Member Utilities**



MOUs own wires/poles/meter infrastructure, acquire power supplies and provide customer service to residential, commercial and industrial customers. Some larger MOUs own and operate electric power plants. Local authorities govern MOUs setting rates and policies that are responsive to community priorities.

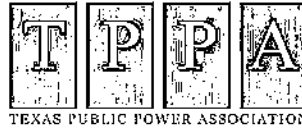
## TPPA Member Systems

### Municipally Owned Utilities (MOUs)

- Austin Energy
- City of Barlett\*
- Bastrop Power & Light\*
- City of Bellville
- City of Boerne
- City of Bowie
- City of Brady\*
- City of Brenham
- City of Bridgeport
- City of Farmersville
- City of Flatonia
- Floresville Electric Light & Power System
- City of Floydada
- City of Fredericksburg
- Garland Power & Light
- Georgetown Utility Systems
- City of Giddings
- City of Goldsmith\*
- City of Goldthwaite
- City of Lampasas\*
- City of Lexington
- City of Liberty
- City of Livingston
- City of Llano\*
- City of Lockhart
- Lubbock Power & Light
- City of Luling
- City of Mason
- City of Moulton
- New Braunfels Utilities
- City of Waelder\*
- City of Weatherford
- City of Weimar\*
- City of Whitesboro
- City of Yoakum

### Cooperatives

- Bluebonnet Electric Cooperative
- Fayette Electric Cooperative



#### ABOUT US

- City of Castroville\*
- City of Coleman
- College Station Utilities
- CPS Energy
- City of Cuero
- Denton Municipal Electric
- City of Electra

#### MEMBERSHIP

- City of Hearne\*
- City of Hemphill
- City of Hempstead\*
- City of Hondo\*
- City of Jasper\*
- Kerrville PUB
- City of Kirbyville
- City of La Grange

#### MEETINGS & EVENTS

- City of Sanger
- City of Schulenburg
- City of Seguin
- City of Seymour\*
- City of Shiner\*
- City of Smithville
- City of Timpson
- City of Tulia

#### RESOURCES

#### MEMBER LOGIN

- ~~San Rayburn Municipal Power Agency\*~~
  - Texas Municipal Power Agency
  - West Texas Municipal Power Agency\*
- River Authority**
- Lower Colorado River Authority (LCRA)

*\*inactive city member*



TEXAS PUBLIC POWER ASSOCIATION

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# Powering Texas Communities

MOUs were a driving force in the development of electricity in Texas, beginning in 1891 with the city of Greenville's election to form an electric company.

MOUs provide affordable, reliable power to community owners.



## **23,872 Miles** of Lines and Infrastructure

MOUs invest in Texas and its communities through capital investments, including system growth

## **A-A+** Typical Investment- Grade Bond Ratings

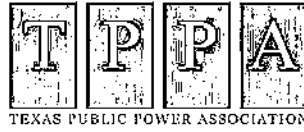
MOUs play a stabilizing role in the ERCOT market due to investment-grade ratings and the ability to commit to long-term power purchase contracts.

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**AGREEMENT FOR MUTUAL AID IN PROVIDING ELECTRIC UTILITY  
SERVICES DURING TIMES OF EMERGENCY OR DISASTER**

Pursuant to the Texas Interlocal Cooperation Act, this Agreement is entered into by, between and among the political subdivisions located within the State of Texas that by their signatures on duplicate or original copies of this Agreement have consented to the terms of this Agreement for the purpose of securing to each the benefits of mutual aid in responding to emergencies following an emergency or disaster where large scale loss of electrical service to customers has occurred.

It is agreed that:

- 1) The term of this Agreement shall commence on the date any party signs as provided below and shall end on September 30, 2025 and shall automatically renew annually except as to any party that provides at least 30 days written notice of termination to the other parties. Any notice of termination by one party does not terminate the agreement between the remaining parties that have not also provided a written notice of termination.
- 2) Upon request to the Director of the Responding Utility by the Director of the Requesting Department or the Emergency Operations Official for the Utility's City, personnel, equipment and requested specialized vehicles of the Responding Utility will be dispatched to any point within the jurisdiction of the Requesting Department as designated by the Requesting Department, to the extent any such requested units are available to the Responding Department for response hereunder.
- 3) Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - a) Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and personnel to be furnished shall be determined by an official of the Responding Department.
  - b) All Responding and Requesting Departments will meet prior to beginning work to set the specifications and type of work to be performed by each Responding Department.
  - c) The Responding Department shall report to the Person assigned as in charge of operations of the Requesting Department at the location to which equipment and personnel are dispatched and shall be subject to orders of that official.
  - d) The Responding Department shall be released by the Requesting Department when the services of the Responding Department are no longer



required or when the Responding Department, in its sole determination, is needed within the area for which it normally provides utility construction and repair services.

e) The Responding Department is responsible for any equipment owned and provided by the Responding Department. The Responding Department further agrees to waive any claim for damage, including costs of maintenance that might be necessary due to the use of equipment during an incident.

4) Each party to this agreement that pays for the performance of utility functions or services must make those payments from current revenues available to the paying party. No party to this Agreement shall be reimbursed by any other party to this Agreement for any costs incurred by any party pursuant to this Agreement for the first sixteen-hour operational period, unless there is a collection of service fees associated with the incident in which case the Responding Agency may be reimbursed on a pro rata share of the collection of service fees. Nothing in this Agreement shall preclude or prevent any party performing under this Agreement from receiving reimbursement, payment, or other compensation for responding under this Agreement from third parties as allowed by applicable statute, law, rule, or regulation and regardless of the operational phase of the incident, or in the event of a declared disaster or as otherwise allowed by applicable statute, law, rule, or regulation from local, county, state, or federal agencies or entities. It is understood and agreed that no reimbursement or other payments are due from the Requesting Department to the Responding Department under this Agreement for the first operational period only, the first operational period being herein defined as the first 16 hours the Responding Department is responding to the designated location, performing services at the designated location, or returning from the designated location of the Requesting Department. After the first operational period, and for each successive operational period thereafter, the Requesting Department shall reimburse or pay the Responding Department its normal fees or costs for services provided hereunder.

5) Two or more parties to this Agreement may, from time to time, agree to conduct joint training exercises, educational programs or similar activities concerning emergency utility operations or other related services as they deem necessary or appropriate. Except as otherwise agreed by the parties at the time of entering into such an agreement, the allocation of costs, risk and liability for injury to persons or damage to property associated with such activities shall be governed by this Agreement.

6) All equipment used by a participating party while participating in any activity under this Agreement will, at the time of action, be owned by it or authorized for its use, and all personnel acting for the participating party will, at the time of such action, be an authorized employee or agent of that Department.

7) It is expressly understood and agreed that each party, at the time of participating in any activity under this Agreement is solely responsible for its actions and the actions of its employees or agents acting hereunder. It is the intent

of this Agreement that each party is only responsible for its acts or omissions and not the acts or omissions of the other department, its employees or agents and each agrees, to the extent permitted by law, to indemnify and hold harmless the other, for any costs and expenses, as necessary, including reasonable attorney's fees and costs of litigation, to enforce the intent hereof in the event of any claims or litigation in relation to any activities undertaken by the party under this Agreement. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual Party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorney's fees resulting from any such claim or lawsuit. This section does not waive, add to, or change the immunities or limitations on liability available to any party hereto under the Texas Tort Claims Act or other applicable statute, law, rule, or regulation.

8) It is expressly understood and agreed that pursuant to the Texas Tort Claims Act, and other applicable statutes, laws, rules, or regulations, any Requesting Department will not be held liable for the actions or omissions of any Responding Department or its employees or agents while the Responding Department is engaged in providing requested service outside its jurisdiction at the request of a Requesting Department hereunder. Similarly, no party will be held liable for the actions or omissions of any other party or its employees or agents while participating in any other joint activities under this Agreement. The payment of any and all civil or other liability, including the payment of reasonable attorney's fees and costs of litigation, resulting from the furnishing of services or participation in any activities under this Agreement is the responsibility of the individual or entity performing such acts to the fullest extent allowed by law.

9) Each party shall be responsible for injuries or death to its employees and agents while performing services or participating in any activities under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees or agents while performing services or participating in activities under this Agreement. An employee or agent shall be deemed to be performing services or participating in an activity hereunder when en route to, en route from, or at the scene of a call, emergency, or the provisions of emergency services hereunder. The parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while in any manner furnishing services or participating in any joint activity in accordance with this Agreement, shall be the act of the party for which the person is an employee or agent. The payment of any and all civil or other liability, including the payment of reasonable attorney's fees and costs of litigation, resulting from the furnishing of services or participation in any joint activity under this Agreement is the responsibility of the individual party performing such acts.

10) It is expressly understood and agreed that in the execution of this Agreement and contract, no party waives, nor shall be deemed hereby to waive, any right, immunity, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions or otherwise arising hereunder.

11) If for any reason any party is unable to carry out the terms of this Agreement or it would become unduly burdensome for any party to continue performing this Agreement, that party shall have the option to terminate this Agreement upon 30 days written notice to the officials and at the headquarters of the other parties. Any notice of termination by one party does not terminate the agreement among the remaining parties that have not also provided a written notice of termination.

12) If for any reason any one or more of the paragraphs of this Agreement are held invalid, such holding shall not affect, impair, or invalidate the remaining paragraphs of this Agreement, but shall be confined in its operations to the specific sections, clauses, or parts of the Agreement held invalid, and the invalidity of any section, sentence, clause, or parts of this Agreement.

13) This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding. This Agreement can be amended provided that the amendment is in writing and signed by all parties.

EXECUTED by the parties with the initial effective date of this Agreement being the date the first two parties have signed this Agreement. Thereafter, this Agreement will be effective as to any additional parties as of the date such parties sign the Agreement.

[NAME OF ENTITY]

By: Billy S. Wiggins  
City Manager  
[Name and title]

Date: 7/10/2024

[OTHER SIGNATURES TO BE ADDED]

Billy S. Wiggins  
CITY OF LIVINGSTON