

RESOLUTION NO. 21-01

**A RESOLUTION OF THE TOWN OF ANNETTA, TEXAS,
AUTHORIZING THE MAYOR TO EXECUTE THE NORTH
CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT.**

WHEREAS, the Town of Annetta recognizes the vulnerability of people and communities to damage, injury, and loss of life and property resulting from emergencies or disasters, and recognizes that such incidents may present equipment and personnel requirements beyond the capacity of the Town of Annetta; and

WHEREAS, the Town of Annetta's governing officials desire to secure the benefits of mutual aid for the protection of life and property in the event of an emergency or disaster; and

WHEREAS, it is understood that the creation of this North Central Texas Public Works Mutual Aid Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 do not replace or supersede existing mutual aid agreements; and

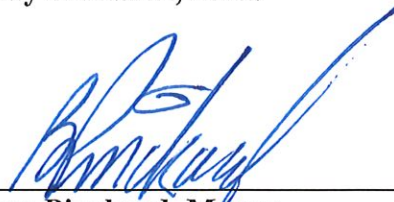
WHEREAS, it is understood that any mutual aid extended under the North Central Texas Public Works Agreement is strictly voluntary; and

WHEREAS, adoption by the Town of Annetta demonstrates their commitment to the North Central Texas Public Works Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ANNETTA, TEXAS THAT:

Section 1. The Mayor is hereby authorized to execute a North Central Texas Public Works Mutual Aid Agreement, a copy of which is attached hereto as Exhibit A.

PASSED AND APPROVED on this, the 18th day of March, 2021.



Bruce Pinckard, Mayor

ATTEST:



Jamee Long, Town Secretary



EXHIBIT "A"

North Central Texas Public Works Mutual Aid Agreement

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments located wholly within the State of Texas acting by and through their duly authorized officials. The Participating Local Governments may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the Party approves this Agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

The Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that these incidents may present equipment and personnel requirements beyond the capacity of each individual Party;

The Parties desire to make available on an emergency basis public works equipment to build, to clean, or to repair roads, bridges, or drainage systems associated with needed transportation within Tarrant County;

The Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster, civil emergency, or public works emergency;

The Parties that wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to all governmental power inherent in home rule, other municipality law, or other statutory authority, including, but not limited to, the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the laws of the State of Texas;

The Parties understand that this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities or other governmental entities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System; and

Mutual aid extended in compliance with any operational plan adopted pursuant to this Agreement, is furnished in accordance with applicable law and except as otherwise provided by law, the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred remains in charge of that incident including the direction of personnel and equipment provided by Mutual Aid Plans;

NOW, THEREFORE, the Parties agree as follows:

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 1: Incorporation:

The Recitals are incorporated as if written word for word below.

Section 2: Purpose:

This Agreement establishes planning and operating procedures for Parties to request personnel, equipment, materials, or other associated services from other Parties. This Agreement allows for better coordination of efforts, identifies available resources and helps ensure the provision of.

Section 3: Definitions:

- A. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- B. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- C. "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.
- D. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, 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 entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- E. "Emergency" means 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.
- F. "Homeland security activity means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- G. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.
- H. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- I. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- J. "Point of Contact" means a person, department, or office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- K. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- L. "Requesting Party" means the agency or organization receiving aid and assistance from a Assisting Party.
- M. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52, Article III of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term:

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for 12 months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement.

Section 5: Termination:

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective 30 days after 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 between the remaining Parties.

Section 6: Responsibility of Parties:

Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement does not impose an unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at anytime.

Section 7: Request for Assistance:

The request for assistance will:

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of 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,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource for less than one operational period or if the declaration of emergency is expected to be issued during the first operational period,
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid:

See Attachment 1

Section 9: Cost Limitation:

A Requesting Party shall not reimburse a Responding Party for costs incurred during the initial Operational Period. A Requesting Party may reimburse a Responding Party for costs incurred after the initial Operational Period.

It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the requesting agency must work with the responding agency directly and put in place a mutual agreeable Agreement and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment may be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance:

- 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.
- C. The Responding Party remains responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

that the Responding Party provides to the Requesting Party under this Agreement. The Parties agree pursuant to section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under section 791.006 (a) of the Texas Government Code, which provides that “the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishing of those services.” To the extent any party is an emergency services district the Parties also agree that pursuant to section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under section 775.0366 (d), which provides that the “district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the Agreement.”

- D. It is expressly understood and agreed, however, that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.


Section 12: Miscellaneous:

- A. **Entirety:** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid for Public Works equipment to be rendered during or in connection with an Emergency, Disaster, 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 Section 12E below.
- B. **Other Mutual Aid Agreements:** This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. **Severability:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. **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 as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. **Amendment:** This Agreement may be amended only by the mutual written consent of the Parties.
- F. **Governing Law and Venue:** The Laws of the State of Texas shall govern this Agreement. Venue is governed by the Texas Civil Practice and Remedies Code and other applicable law.

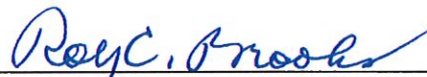
**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

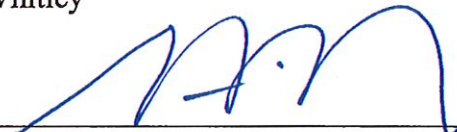
EXECUTED this 29th day of April, 2014



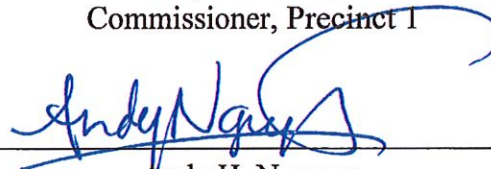
County Judge B. Glen Whitley



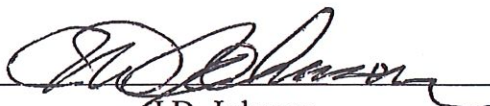
Roy C. Brooks
Commissioner, Precinct 1



Gary Fickes
Commissioner, Precinct 3




Andy H. Nguyen
Commissioner, Precinct 2



J.D. Johnson
Commissioner, Precinct 4

*APPROVED AS TO FORM:

By: 

Tarrant County
District Attorney's Office

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.