

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PUBLIC WORKS MUTUAL AID BY AND BETWEEN PARTICIPATING LOCAL GOVERNMENTS AND SPECIAL DISTRICT PARTIES IN THE NORTH CENTRAL TEXAS REGIONAL AREA OF THE STATE OF TEXAS FOR THE PURPOSE OF PROVIDING PUBLIC SERVICES IN THE EVENT OF AN EMERGENCY, DISASTER, AND/OR CIVIL DISASTER; EACH PARTY MAY TERMINATE THE AGREEMENT UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTICIPATING PARTIES, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. That the Mayor is hereby authorized to enter into an interlocal agreement with the participating Local Governments and Special District Parties for Mutual Aid in the protection of life and property from emergencies, disasters, and/or civil disasters, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved.

Section 2. That the Mayor is authorized to take those steps reasonable and necessary to comply with the intent of this resolution.

Section 3. That this resolution shall take effect on the date of adoption as indicated on the signature page for each party.

DULY PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 10th day of January, 2016.

Todd Meier, Mayor

ATTEST:

By:
Laura Bell, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Brenda McDonald, City Attorney

Lisa Pyles, Director of Infrastructure
and Development Services

EXHIBIT A

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 and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein 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 agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, 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 such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

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

WHEREAS, 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 and other municipalities and all 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 constitution or laws of the State of Texas;* and

WHEREAS, it is understood that the creation of 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 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

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans.

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "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.
- C. "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.
- D. "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.
- E. "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.
- F. "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.
- G. "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.
- H. "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.
- I. "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.

- J. "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. 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 contract 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 shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "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.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from a Assisting Party.
- N. "Public/Political Sub-Division" means a basic level of independent local government or quasi-government authorized by Section 52 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 twelve (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 4 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

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 thirty (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 as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: 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 shall not be construed to impose any 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:

- 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 agency expects to use the resource(s) 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 be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 2 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

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. 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 action

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.

Section 12: Miscellaneous

- A. 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 an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in 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 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 effect.
- 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. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.
- 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 _____ day of _____, 2016

Local Government, Texas

By: _____
Printed Name: _____
Title: _____

Attachment 1

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources.

1. Requesting Party Steps to Follow:

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING PARTY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING PARTY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING PARTY as soon as possible.

2. Responding Party Steps to Follow:

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING PARTY Checklist (Form 3) with the information given by the REQUESTING PARTY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING PARTY.
- F. Dispatch staff to the REQUESTING PARTY for assistance.

3. Supervision and Control: The responding personnel, equipment and other resources will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding party's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Party. The Responding Party's personnel and other resources remain subject to recall by the Responding Party's authority at any time, subject to reasonable notice to the Requesting Party.

4. Food, Housing and Self Sufficiency: Unless specifically instructed otherwise, the Responding Party will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the Responding Party's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting Party should be prepared to augment their gas/diesel supplies.

5. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.