

**Interlocal Mutual Aid Agreement  
Between the City of Benbrook and  
Benbrook Water Authority**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TARRANT** §

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Benbrook, Texas, a Texas Home Rule City acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, (hereinafter referred to as the “City”) and Benbrook Water Authority, a Water Conservation and Reclamation District created under the laws of the State of Texas for the purpose of supplying water and sewer service under Chapters 49 and 51 of the Texas Water Code, (hereinafter referred to as “BWA”), and (referred to individually as “Party” and collectively as “Parties”):

**RECITALS**

The Parties recognize the vulnerability of the people and the community 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 personnel requirements beyond the capacity of each Party.

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.

The Parties wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act) and Chapter 418, Texas Government Code (Texas Disaster Act of 1975).

The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that adequate equipment and personnel 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.

**NOW, THEREFORE**, the Parties agree as follows:

**I.  
TERMS**

1. Recitals and Exhibits. The recitals set forth above are true and correct. Exhibits “A and “B” attached to this Agreement are incorporated for all purposes.
  
2. DEFINITIONS. For purposes of this Agreement, the terms listed below will have the following meanings:

- (a) "Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of the City of Benbrook that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
  - (b) "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.
  - (c) "Local government" means a county, municipality, special district, or any corporate/political entity organized under state law, of Texas or a state that borders Texas.
  - (d) "Mutual aid" includes, but is not limited to, provision of resources such as equipment, supplies, and personnel.
  - (e) "Political subdivision" means incorporated city or conservation or reclamation district.
3. Party's 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.
4. Emergency Management Director. The Mayor of the City of Benbrook shall serve as the Emergency Management Director for the City of Benbrook and the President for BWA will serve as the Emergency Management Director for BWA. Each Emergency Management Director shall take all steps necessary for the implementation of this Agreement. Either 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.

5. Activation of Agreement. This Agreement shall be activated in the event of:
  - (a) a declaration of a local state of disaster by a Party pursuant to Chapter 418 of the Texas Government Code; (b) the finding of a state of civil emergency by the presiding officer of the governing body of a Party; or (c) a request by the governing body of a Party made in anticipation of a local state of disaster. The activation of the Agreement shall continue whether or not the local disaster declaration or state of civil emergency is still active, until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering determines, in its sole discretion, that further assistance should not be provided.
  
6. Request for Mutual Aid.
  - (A) Local Disaster. In anticipation or the event of a local disaster declaration, the Emergency Management Director or the designated Emergency Management Coordinator of a Party seeking mutual aid from the other Party shall request such aid from the counterpart for the other Party. Such requests may be made orally or in writing, but shall be placed in a written document, using forms such as an ICS Forms 211, 213, or 308, approved by the Emergency Management Director or Coordinator within 15 days of the request.
  
  - (B) Civil Emergency. If the presiding officer of the governing body of a Party is of the opinion that a state of civil emergency exists or is imminent that requires assistance from the other Party, the presiding officer of the Party requesting mutual aid shall make the request directly to the Party from which assistance is sought. Before the emergency assistance is provided, the governing body of the Party whose assistance has been requested shall authorize such assistance by resolution or other official action, in accordance with Chapter 791 of the Texas Government Code. In the event of a widespread civil emergency affecting either Party's ability to perform governmental functions, the county judge of Tarrant County, in which the Parties are located, shall have the authority to coordinate the call-up and assignment of resources to the affected area, pursuant to Section 8 of this Agreement.
  
  - (C) Scope of Aid. The Party rendering aid may provide services to include, but not limited to those listed in Exhibit "A".
  
7. Conditions. Any furnishing of resources under this Agreement is subject to the following conditions:
  - (a) A request for aid shall specify the amount and type of resources being requested, the location to which the resources are to be dispatched, and the specific time by which such resources are needed;

- (b) The Party rendering aid shall take such action as is necessary to provide and make available the resources requested, provided however, that the Party rendering aid, in its sole discretion, shall determine what resources are available to furnish the requested aid; and
  - (c) The Party rendering aid shall report to the Party requesting aid's designated officer in charge of the requesting Party's forces at the location to which the resources are dispatched.
- 8. Coordinating Mutual Aid. The Parties shall maintain a current listing of all personnel to be contacted within each party's organization, appropriate telephone and e-mail addresses, and other information that would be needed in order to contact each Party in the event of a disaster or civil emergency. The Parties shall also maintain current information on protocols for coordination of communications, medical response, and law enforcement activity. The Parties shall follow the provisions of Texas Government Code Section 418.1152 that are consistent with this Agreement.
- 9. Waiver of Claims against Parties; Immunity Retained. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of the other Party. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.
- 10. Costs. All costs associated with the provision of mutual aid shall be borne by each Party without guarantee or promise of reimbursement.
- 11. State or Federal Reimbursement. The Parties acknowledge that the requesting Party may seek reimbursement of any costs incurred under this Agreement from any applicable state or federal agency and each Party agrees to cooperate fully with the other Party in taking all actions and executing all documents necessary to secure such reimbursement. Any reimbursement from state or federal agencies will be apportioned to each Party based on the percentage of funds expended during the event. It is the responsibility of each Party to maintain complete and accurate records of its expenses. In order to receive reimbursement, each Party must submit the forms and follow the procedures listed in Exhibit "B" to the Finance Director or equivalent of the Party receiving aid.
- 12. 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. This Agreement does not and shall not be construed to entitle any Party to any benefit, privilege or other amenity of employment by the other Party.

13. Expending Funds. Each Party which 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.
14. Termination. It is agreed that either Party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other Party hereto.
15. 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 both Parties until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 14 of this Agreement.
16. 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 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 17 below.
17. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.
18. Other Assistance. 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 of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent either Party from providing emergency assistance to another local government in accordance with the provisions in Section 791.027 of the Texas Government Code.
19. 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 those terms are defined in Section 791 of the Texas Government Code.
20. Severability. If a provision contained in this Agreement is held invalid for any reason, Or If any current or future legal limitations or requirements from a federal or state governmental with jurisdiction over the Parties affect the validity or enforceability of a provision of this Agreement, then this Agreement shall be deemed amended to the

minimum extent necessary to bring this Agreement into conformity with the requirements or limitations, and so modified, this Agreement shall continue in full force and effect.

21. Assignment. No Party may assign, in whole nor in part, any interest it may have in this Agreement without the prior written consent of the other parties.
22. Sovereign Immunity. This Agreement may not be interpreted to waive the sovereign immunity of any Party to this Agreement to the extent such Party may have immunity under Texas law.
23. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
24. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
25. Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
26. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in the County of the Party which rendered aid, or, if neither Party rendered aid, in Tarrant County.
27. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

## **II.** **NOTICE**

Any notice or other writing required by this Agreement, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

CITY OF BENBROOK:  
City Manager  
City of Benbrook  
911 Winscott Rd  
Benbrook, Texas 76126

BWA:  
General Manager  
Benbrook Water Authority  
P.O. Box 26929  
1121 Mercedes St.  
Benbrook, Texas 76126

PASSED AND APPROVED by the City Council of the City of Benbrook on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jason Ward, Mayor

ATTEST:

\_\_\_\_\_  
Joanna King, City Secretary

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

PASSED AND APPROVED by the Board of Directors of the Benbrook Water Authority on this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Karen Henderson, President

ATTEST:

\_\_\_\_\_  
Rick Whitehurst, Secretary

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Benbrook Water Authority Attorney