

The State Of Texas

County of Tarrant

**Agreement for Mutual Aid in Fire Protection
And
Emergency Medical Services**

This Agreement is entered into by and between the agencies signatory to this agreement, hereinafter referred to as "Member Local Entity," "Parties," or "Party."

W I T N E S S E T H

WHEREAS, the governing body of the Member Local Entities, organized under the general laws of the State of Texas, desire to secure for each Member Local Entity the benefits of mutual aid in the protection of life and property from fire and in firefighting and emergency medical services; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.

The following terms shall have the following meanings when used in this Agreement:

- (A) For purposes of this contract, "Member Local Entity" means a:
- (1) county, municipality, special district, or other political subdivision of this state or a state that borders this state; or
 - (2) volunteer fire department constituted under state law.
- (B) For purposes of this contract, "mutual aid" refers to reciprocal assistance by emergency services under a prearranged plan.

2.

That upon request by the Fire Chief or his/her designee or by the fire alarm operator of one Member Local Entity to the fire department of the other Member Local entity, available fire department equipment and personnel will be dispatched in aid of the requesting Member Local Entity to any point within a reasonable distance of the

jurisdictional limits of the responding Local Entity, subject to the conditions hereinafter stated.

The Fire Chief of each Member Local Entity shall designate what constitutes a reasonable travel distance outside the jurisdictional limits of the Local Entity.

It is hereby declared and agreed that an emergency condition shall exist within the corporate limits of a requesting Member Local Entity when one or more emergencies are in progress. When such an emergency exists, upon request of the Fire Chief, or his/her designee, or by the fire alarm operator of a Member Local Entity in which the emergency condition exists (the "requesting Local Entity") to the fire department of another Member Local Entity (the "responding Local Entity"), the Fire Chief or designee of the responding Local Entity will dispatch such fire department equipment and personnel to the aid of the requesting Local Entity as he/she deems advisable subject to the conditions hereinafter set out.

3.

Any dispatch of fire department equipment and personnel pursuant to this Agreement is subject to the following conditions:

- A. It is expressly understood and agreed that before responding in accordance with this Agreement that each Member Local Entity will have an ordinance, resolution, rule, or order adopted before the effective date of this Agreement which sets out the standard of care for emergency action which substantially states the following: "Every officer, agent or employee of the Member Local Entity and every officer, agent or employee of an authorized provider of emergency services, including, but not limited to every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is 'effective' if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute to preserving any lives or property. This Section shall prevail over every other ordinance, resolution, rule, or order of the Member Local Entity and, to the extent to which the Member Local Entity has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the Member Local Entity nor the employee, agent or officer thereof, or other unit of government or subdivision thereof or its employees, agents or officers shall be liable for failure to use ordinary care in such emergency. It is the intent of the Member Local Entity, by passing this ordinance, resolution, rule, or order to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such government units from liability, and their employees, agents and offices from nonintentional tort liability to the fullest extent permitted by statutory and constitutional law, this ordinance, resolution,

rule or order shall be liberally construed to carry out the intent of the Member Local Entity.”

- B. Any request for assistance under this Agreement shall specify the amount and type(s) of fire department equipment needed, the MAPSCO location, and the street address to which the equipment and personnel are to be dispatched.

Upon a request for mutual aid assistance by a Member Local Entity, under the terms of this agreement, the typical response set for personnel and equipment would be as follows: one unit of firefighting apparatus, pumper (engine) or aerial (ladder), with a minimum of three personnel, or a brush truck or water supply vehicle with a minimum of two personnel, or an ambulance with a minimum of two personnel. However, variances to the typical response set for personnel may be agreed upon at the time of the mutual aid request. The Fire Chief of the responding Local Entity or his/her designee may dispatch additional equipment and personnel.

Responding personnel must meet the minimum firefighting standards as established by their jurisdiction or by the Texas Commission on Fire Protection whichever is applicable.

Texas Department of Health certified personnel (Emergency Care Attendant, Emergency Medical Technician, and Paramedic) may provide emergency medical services to the degree allowed by their certification and Medical Control.

Supervisory personnel, support equipment and personnel, or additional fire department equipment and personnel may also be dispatched to the Member Local Entity by direction of the Fire Chief of the responding Local Entity or his/her designee.

- C. The requesting Local Entity must have a command system in place and an incident commander in charge of the incident.
- D. The senior fire representative from the responding Local Entity shall report to and be under the direction of the requesting Local Entity Incident Commander, and will direct the utilization of his/her resources to assist in mitigating the emergency in accordance with accepted procedures.

However, if a member of a responding Local Entity is requested to perform a task that is in conflict with the responding Local Entity’s internal policies, the responding Local Entity retains the right to advise the officer in charge that the task cannot be completed. If agreement cannot be reached on the issue, the responding Local Entity has the option of leaving the scene. Each Party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting

Local Entity and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting Local Entity. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.1006 (a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of the Agreement.

- E. Fire department equipment and personnel from the responding Local Entity shall be released by the Incident Commander as soon as they are no longer needed or when their services are needed within their normal fire protection area.
- F. In areas where common Member Local Entity jurisdictional lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the Local Entity receiving the alarm will dispatch its fire department equipment and personnel and notify the other affected Local Entity of the alarm. If the emergency is not within the jurisdictional limits of the responding Local Entity, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

4.

Each Local Entity waives all claims against the other Local Entity for compensation for any loss, property damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Member Local Entity shall be reimbursed by the other for costs incurred pursuant to this Agreement, with the exception of supplies and consumable items.

5.

All equipment used by the responding fire department in carrying out this agreement will, at the time of action hereunder, be owned by it; and personnel who perform duties pursuant to this agreement shall receive the same payment, salary, pension, injury or death benefits, workers' compensation benefits, payment of expenses, and all other compensation and rights for the performance of those duties, as they would have received for their regular duties in the service of the Member Local Entity which they serve. Each Member Local Entity shall be solely responsible for the payment of its costs associated with providing fire department equipment and personnel under this Agreement for up to twelve (12) consecutive hours of a Mutual Aid.

Thereafter, upon receipt of an invoice, all costs associated with the provision of Mutual Aid lasting more than twelve consecutive hours shall be paid by the responding Local Entity and reimbursed by the requesting Local Entity, to the extent permitted by

law. Such costs include, but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses. Formulary to assist cost determination will be based on the most current FEMA reimbursement schedules set by the Stafford Act and chapter 418 of the Texas Government Code.

- (1) Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the responding Local Entity not being reimbursed for the Mutual Aid provided unless the requesting Local Entity extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- (2) The responding Local Entity shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- (3) In the event federal or state funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the requesting Local Entity shall make the claim for the eligible costs of the responding Local Entity on its subgrant application and will disburse the federal or state share of funds to the responding Local Entity.
- (4) Reimbursement under this Section will be made by the requesting Local Entity no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the requesting Local Entity receives reimbursement from the federal or state government, whichever is sooner.

6.

It is expressly understood that when an employee or volunteer of the responding Local Entity is performing duties under the terms of this agreement, that person is considered to be acting in the line of duty for the purposes of 34 U.S.C.A 10281; is considered to be in performance of duties within the provisions of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty.

7.

It is further understood and agreed that, in the execution of this Agreement and contract, neither Member Local Entity waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8.

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

9.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

10.

Each Member Local Entity may terminate this Agreement upon thirty (30) days' written notice to the other Member Local Entity.

11.

In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.

12.

This Agreement contains all commitments and agreements of the Member Local Entities regarding mutual fire protection and emergency medical service assistance, and no other prior oral or written commitments shall have any force or effect.

13.

This Agreement shall become effective between the Parties hereto on the day after it is fully executed and shall continue in effect 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 thereafter unless and until such time as the governing body of a Party terminates its participation prior to the date of automatic renewal or as prescribed in Section 10 of this Agreement.

14.

This Agreement may be amended or modified by the mutual agreement of the Parties hereto, in writing, to be attached to and incorporated into this Agreement.

15.

The undersigned Member Local Entities agree and certify they have complied with one of the following provisions of this section based on if they are a Governmental Entity or Volunteer Fire Department:

1. The Parties claiming to be exempt from the Form 1295 requirement acknowledge that they are governmental entities and not business entities as those terms are defined in Tex. Gov't Code 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 are required.
2. The Volunteer Fire Department acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

16.

This Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving ordinance, resolution, rule or order of the governing body of such Party, a copy of which is attached hereto.

Executed this _____ day of _____, 2017.

Name of Local Entity

Name of Local Entity

Name

Name

Title

Title

Approved as to form:

Approved as to form:

Title

Title

Attest:

Attest:
