

INTERLOCAL MUTUAL AID AGREEMENT FOR FIRE SERVICES

STATE OF TEXAS

COUNTY OF BELL

THIS CONTRACT AND AGREEMENT ("*Agreement*"), entered into on this first day April 2018, by and between the cities of **BELTON, TEMPLE, COPPERAS COVE, HARKER HEIGHTS, KILLEEN, CENTRAL BELL FIRE AND RESCUE DEPARTMENT, CITY OF MORGAN'S POINT RESORT** and the **COUNTY OF BELL** (each a "*Party*" and collectively the "*Parties*"), such governmental entities acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 *et seq.*, known as the "Interlocal Cooperation Act."

WITNESSETH:

WHEREAS, the Parties hereto desire to secure for each other the benefits of mutual aid in fire protection for the protection of life and property, emergency medical services, and specialized rescue or hazmat operations; and

WHEREAS, the Parties, through their respective fire departments, are owners of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and the fighting of fires and has assigned individuals trained in the use of such equipment; and

WHEREAS, the Parties have authority to enter into contracts providing for the use of fire trucks and other fire protection, firefighting equipment, emergency medical services, and specialized rescue operations for citizens outside of their respective jurisdictional limits; and

WHEREAS, each Party is desirous of obtaining additional secondary service for its citizens in the event of an emergency in which its own fire department is in need assistance;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by each of the Parties hereto, the Parties agree to provide fire suppression and other emergency services, and to dispatch equipment and/or personnel in accordance with and subject to the following terms and conditions:

PART 1: SERVICES AND CONDITIONS

1.01 The Parties agree to furnish emergency fire suppression and other emergency services to each other upon a request for assistance from the Fire Chief, City Manager, Mayor, County Judge, or other individual as designated in writing by an authorized representative of a Party to this Agreement.

1.02 A responding Party's Fire Chief (or his or her designee) shall be the sole judge of the type and amount of equipment and manpower dispatched in response to a request for assistance. Responding forces will work under the authority of the requesting Party upon arrival at the scene.

1.03 Any request for aid hereafter 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, but the amount and type of equipment and number of personnel to be furnished will be determined by the representative of the responding Party.

1.04 The responding Party shall report to the officer in-charge of the requesting Party at the location to which the equipment and/or personnel is dispatched, and thereto render the assistance required.

1.05 A responding Party shall be released by the requesting Party when the services of the responding Party are no longer required or when the responding Party is needed within the area it normally provides fire protection services. Alternatively, the authorized official of the responding Party, upon determining that the health, safety and welfare of the responding Party's personnel or property is endangered, may withdraw from the scene.

1.06 Although each Party will endeavor to respond to all requests for assistance, nothing herein is to be interpreted as imposing any duty or obligation upon any Party to respond to any fire emergency. The provision of fire protection service to each Party's own area of responsibility will always remain the primary function of that Party's department.

1.07 In the event a Party is unable or unwilling to respond to a request for assistance, that Party will endeavor to immediately notify the requesting Party through the Communications Center or other appropriate means of communication.

1.08 The Parties' Fire Chiefs in accordance with the terms of this Agreement may consult as necessary with respect to the implementation of additional policies and procedures for improving the provision of fire protection services by each Party in response to requests for assistance.

1.09 Each Party shall maintain applicable insurance coverage on its personnel, motor vehicles, and other property or equipment.

1.10 All equipment used by a responding Party will continue to be owned, leased, or rented by the responding Party. At all times while equipment and personnel of a responding Party 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 responding Party. In addition, such personnel will be deemed to be engaged in a governmental function of the responding Party.

1.11 All claims for workers compensation benefits arising out of this Agreement shall be the sole responsibility of the Party who is the general employer of the employee filing such

claim, and at no time shall the employees of a responding Party be considered to be borrowed servants or on loan to the requesting Party under this Agreement.

1.12 To ensure safety, all participants agree that their standard operating procedures and command procedures shall match those adopted by the Combined Emergency Services Organization (CESO) Mutual Aid Guidelines. Shall use safety officers that will follow standardized procedures as recommended by NFPA

PART 2: TERM AND TERMINATION

This Agreement shall become effective as to each Party when approved and executed by that Party. Thereafter, this Agreement shall continue in force and remain binding on each and every Party, provided that any Party may terminate its participation and withdraw from this Agreement upon ninety (90) days' written notice to the other Parties hereto. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

PART 3: PAYMENT

A requesting Party will reimburse a responding Party for any chemical agent or supplies used by the responding Party. The responding Party will submit an itemized bill for any such agent or supplies used and the requesting Party will pay the amount billed within thirty (30) days of receipt of the bill. All payments made hereunder must be made from current revenues available to the paying Party, and no Party shall have any liability for the failure to expend funds to provide aid hereunder. Texas Government Code, Section 791.011(d)3: Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

PART 4: LIABILITY & IMMUNITY

4.01 Each Party 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 (i) as otherwise expressly set forth herein, or (ii) to the extent caused by the gross negligence or intentional wrongdoing of an officer, employee, or agent of another Party. No provision hereof will be construed as a waiver, relinquishment, or limitation upon any immunity or defense that would otherwise be available to a Party, its officers, employees or agents, all such rights and defenses being expressly retained.

4.02 Each Party shall at all times be and remain legally responsible for the conduct of their respective fire department personnel regardless of whether such employees were performing duties under this agreement at the request of the requesting Party and regardless of whether such personnel were acting under the authority, direction, suggestion, or orders of an officer of the

requesting Party. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Texas Government Code.

PART 5: GENERAL PROVISIONS

5.01 *Non-Exclusive Agreement.* This Agreement is not exclusive, and shall not prevent any Party from contracting with or providing mutual aid assistance to another Party, or another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

5.02 *Signatories.* Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and any related documents on behalf of the Party indicated.

5.03 *Notices.* All notices under this Agreement shall be in writing, and (i) delivered personally to the person to whom the notice is to be given, (ii) given by certified or registered mail, return receipt requested, (iii) delivered via Federal Express or any other nationally recognized courier service that provides a return receipt showing the name of the recipient and the date of actual delivery, or (iv) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the Party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (i) through (iii) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the Party to be notified or at such Party's address for purposes of notice as set forth herein. A change in the notice address of any Party may be effected by serving written notice of such change and of such new address upon the other Parties in the manner provided herein. Initially, notices shall be addressed as indicated on **Exhibit A**.

5.04 *Law Governing and Venue.* The laws of the State of Texas govern this Agreement without regard to any conflict of laws provision and no lawsuit may be prosecuted on this Agreement except in a court of competent jurisdiction located in Bell County, Texas.

5.05 *Assignment.* This Agreement may not be assigned without the written consent of all Parties, and any attempted or purported assignment in the absence of such consent shall be void.

5.06 *Severability.* If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void,

but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

5.07 *Binding Effect.* This Agreement shall be binding upon, and shall inure to the benefit of, the Parties' respective successors and permitted assigns.

5.08 *Third Party Beneficiaries.* 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.

5.09 *Survival.* All provisions of this Agreement that require any performance following termination or expiration of this Agreement shall survive such termination or expiration.

5.10 *Interpretation.* Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms "hereof," "hereunder" and "herein" shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the Parties, and thus should not be construed strictly for or against any Party.

5.11 *Operational Period:* The period of time scheduled for execution of a given set of operation actions as specified in the Incident Action Plan. Operational Periods can be of various lengths, although usually not over 12 hours.

5.12 *Entire Agreement; Modification.* This Agreement, including all exhibits, constitutes the sole and entire agreement between the Parties relating to the subject matter hereof and supersedes all previous understandings and agreements between the Parties (whether oral or written) relating to its subject matter. The Parties have not relied upon any statement, promise or representation except those specifically set forth herein, and any other statements or representations that may have been made are void and of no effect. This Agreement may be cancelled or amended by mutual consent of the Parties. The exhibits, attachments and addenda which are a part of this Agreement are:

Exhibit A: Party Contact Information and Capabilities

5.13 *Multiple Counterparts.* To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All

counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

SIGNATURE PAGE FOLLOWS

CITY OF BELTON

By: _____

Name: _____

Title: _____

CITY OF COPPERAS COVE

By: _____

Name: _____

Title: _____

CITY OF HARKER HEIGHTS

By: _____

Name: _____

Title: _____

CITY OF KILLEEN

By: _____

Name: _____

Title: _____

*BBB
gpm*

**CENTRAL BELL FIRE AND RESCUE
DEPARTMENT**

By: _____

Name: _____

Title: _____

BELL COUNTY

By: _____

Name: _____

Title: _____

CITY OF MORGAN'S POINT RESORT

By: _____

Name: _____

Title: _____

CITY OF TEMPLE

By: _____

Name: _____

Title: _____

EXHIBIT A

Listed are fire departments with specialized capabilities and manpower which may be utilized or requested for specialized or difficult emergencies for fire or EMS.

Add contact information for each party below.

- a. Temple Fire & Rescue - Fire Chief Mitch Randles (254) 298-5682
 - Haz Mat response
 - Confined Space
 - Vertical Rescue
 - Aerial Ladder Support
 - Heavy Rescue
 - Aircraft fire suppression
 - Trench Rescue
- b. Belton Fire Department - Fire Chief Bruce Pritchard (254) 933-5885
 - Swift water rescue (personnel and rescue boat)
 - Confined Space Rescue
 - Aerial Ladder Support
 - MICU ambulance response
- c. Harker Heights Fire Department - Fire Chief Paul Sims (254) 699-7693
 - Aerial Support
 - MICU ambulance response
 - Communications unit
- d. Killeen Fire Department - Fire Chief Brian Brank (254) 501-7660
 - Haz Mat Response
 - Confined Space
 - Vertical Rescue
 - Aerial Ladder Support
 - Heavy Rescue
 - Structural Collapse Rescue
 - Aircraft fire suppression
 - Swift water rescue (personnel and rescue boat)
 - MICU ambulance response
 - Trench Rescue
- e. Copperas Cove Fire Department - Fire Chief Michael Neujahr (254) 547-2514
 - Aerial ladder support
 - MICU ambulance response
- f. Central Bell Fire & Rescue - Fire Chief Jason Worsadale (254) 698-6891
 - 1000 gallon Engine
 - 5000 gallon tanker
- g. City of Morgan's Point Resort – Fire Chief John Phillips (254) 780-2022
 - Swift water rescue (personnel and rescue boat)
 - Flood water rescue (personnel and rescue boat)
 - Open water rescue – Lake (personnel and rescue boat)
 - Underwater Recovery – Side scan 3D Sonar (personnel and rescue boat)