

# INTERLOCAL AUTOMATIC AID AGREEMENT FOR FIRE AND EMS SERVICES

## STATE OF TEXAS

## COUNTY OF BELL

**THIS AGREEMENT**, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the City of HARKER HEIGHTS, TEXAS and the City of KILLEEN, TEXAS, both municipal corporations of Bell County, by and through their respective duly authorized City Managers, such government 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," Texas Government Code, Chapter 791 and as it may be amended in the future. The purpose of this Interlocal Automatic Aid Agreement, herein referred to as the "Agreement," is to outline the procedures for implementing an Automatic Assistance response between the City of Killeen Fire Department, hereinafter referred to as "Killeen" and the City of Harker Heights Fire Department, hereinafter referred to as "Harker Heights". This Agreement is a guide for routine operations and is not intended to replace or adjust the Agreement for Mutual Aid and Disaster Assistance currently in effect.

## DEFINITIONS

**Automatic Aid** – assistance that is dispatched automatically by a contractual agreement between two agencies.

**Emergency Condition** – a situation that poses an immediate risk to health, life, property or environment. For purposes of this Agreement, "emergency condition" shall include any first alarm structure fire or Advanced Life Support Medic Unit (EMS) incident requiring fire or EMS response.

**Jurisdictional Units** – The governmental entity having overall land and resource management responsibility for a specific geographical area as provided by law.

**Paying Party** – the party liable to pay costs to another party.

**Requesting Party** – a party that requests assistance pursuant to this Agreement during an emergency or disaster.

**Responder** - someone who acts quickly in response to some event.

**Responding** – acting in response to a call for service.

**Responding Party** - a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.

## **PART 1 SERVICES AND CONDITIONS**

- 1.1 In consideration of one Party's automatic assistance to the other Party in an emergency condition, located in any portion of the designated area where this Agreement for Automatic Aid is in effect, firefighting or EMS equipment, in the amount established in Part 4 of this Agreement, shall be dispatched to such points where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.
- 1.2 At times, there arises the need to borrow or lease apparatus for a duration until such time the lessors unit (s) have returned to full service within their department or unless and until the lessor is need of the apparatus to be returned for their own department needs. For the purpose of this Agreement, Apparatus is defined as a "Reserve Pumper or Reserve Ambulance/Medic Unit." Upon the request and upon availability, the lessee agrees to the terms set forth in **Appendix A** which is incorporated and attached in this Agreement.
- 1.3 Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - 1.41 The predetermined amount of automatic aid listed in this Agreement shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party's staffing at the time of need for assistance under this Agreement.
  - 1.42 The Responding Party's personnel and/or equipment shall be and remain under the control of the Responding Party's commanding officer but will fall into the Requesting Party's command structure. The Responding Party's commanding officer will receive assignments and tasks from the Requesting Party's Incident Commander.

## **PART 2 RESPONSIBILITY**

- 2.1 Any civil liability related to the aid rendered under this Agreement is the responsibility of the Requesting Party which would be responsible for furnishing the fire protection services absent this Agreement, except to the extent liability results from the gross negligence or willful misconduct of the responding party's personnel.
- 2.2 All claims for workers compensation benefits arising out of this Agreement shall be the sole responsibility of the employer of the employee filing such claim.

- 2.3 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.
- 2.4 To the extent authorized by law, each Party to this Agreement 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 their duties under this Agreement. However, this waiver shall not apply to those cases in which the claim results from the failure of either Party to accept responsibility for any civil liability for which a requesting party is responsible as determined and required by the Interlocal Cooperation Act. (Texas Government Code, Chapter 791, current version and as amended in the future.).
- 2.5 All personnel providing assistance under this Agreement shall, during the time response services are being performed, be paid or volunteer firefighters, or certified EMS personnel of the fire department where they are regularly employed or regularly volunteer.
- 2.6 At all times while equipment and personnel of either Party's fire department are traveling to, from, or within the geographical limits of the other 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 which regularly employs such personnel and equipment or volunteer members of the fire department. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

### **PART 3 PAYMENT**

- 3.1 The requesting party agrees to reimburse the responding party for any chemical agent or supplies used by the responding party. The responding party shall submit an itemized bill for any such agent or supplies used and the requesting party shall pay the amount billed within thirty (30) days of receipt of the bill. Each party must make said payments from current revenues available to the paying party.
- 3.2 No other payment or reimbursement will be billable except those provided in paragraph 3.1.
- 3.3 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 AMOUNT AND TYPE OF ASSISTANCE**

- 4.0 This Agreement is for the exchange of fire and EMS service in specified response areas. Fire or EMS units will respond on first alarm structural fires or EMS incidents, as designated, in the stipulated response areas. Fire or EMS units required in addition to first alarm assignment shall be requested in accordance with procedures established in the Bell County Agreement for Mutual Aid and Disaster Assistance. Map included.

## **RESPONSE AREAS**

### **Fire and EMS Response**

#### **4.1 KILLEEN FD will provide the following equipment to HARKER HEIGHTS FD:**

- 4.1.1 One Fire Engine or one Ladder Truck on structure fires into Harker Heights fire response area generally located:

##### **Area 1**

Bounded on the north by FM 439, bounded on the west by the Killeen/Harker Heights city limits, bounded on the east where Harker Heights fire department response area stops on the west side of Pleasant Hill Cemetery Road, bounded on the south by the south to the Burlington Northern Santa Fe Railroad, extending west to the Killeen/Harker Heights city limits.

##### **Area 2**

Bounded on the north by Burlington Northern Santa Fe Railroad, bounded on the west by the Killeen/Harker Heights city limits, bounded on the east by the Harker Heights city limits, extending south to Interstate 14 (I-14) / US Hwy 190, bounded on the south by I-14/US Hwy 190, extending west along I-14/US Hwy 190 to the Killeen/Harker Heights city limits.

##### **Area 3**

Bounded on the north by I-14/ S Hwy 190, bounded on the west by the Killeen/Harker Heights city limits, bounded on the east by Verna Lee Blvd, continuing south on Verna Lee Blvd to where it transitions into FM 3481 extending south to Chaparral Rd, bounded on the south by Chaparral Rd, bounded on the west by the Killeen/Harker Heights city limits, extending North to I-14/US Hwy 190.

##### **Area 4**

Bounded on the north by FM 2410, extending east to Granite Trail, extending south southeast, and bounded to Stillhouse Hollow Lakes north shoreline, bound on the west by FM 3481, extending north to FM 2410.

#### **4.2 HARKER HEIGHTS FD will provide the following equipment to KILLEEN FD:**

- 4.2.1 One Fire Engine or one Ladder Truck on structure fires into Killeen's

fire response area generally located in the following areas.

**Area 5**

Bounded on the north by FM 439 (Rancier Ave.), bounded on the west by Twin Creek Dr, bounded on the south by Bus Hwy 190 (Veterans Memorial Blvd), bounded on the east to Killeen/Harker Heights city limits, extending north to FM 439 (Rancier Ave.).

**Area 6**

Bounded on the north by Ft Hood's property line, bounded on the west by 439 Loop, bounded on the east by 439 Loop, bounded on the south by FM 439. This area includes Oak Grove LN, Spur 3219, 439 Loop and Cartwright Loop

**Area 7**

Bounded on the north by Bus Hwy 190 (Veterans Memorial Blvd), bounded on the east by the Killeen/Harker Heights city limits, bounded on the west by FM 2410 (MLK Blvd), extending southward to FM 3470 (Stan Schlueter Loop), extending southward to I-14/US Hwy 190, bounded on the south by I-14/US Hwy 190, extending east to the Killeen/Harker Heights city limits.

**Area 8**

Bounded on the north by I-14/US Hwy 190, bounded on the east by the Killeen/Harker Heights city limits, on the west by FM 3470 (Stan Schlueter Loop), extending southward to Cunningham Rd, extending southward on Cunningham Rd to Stagecoach Rd, bounded on the south by Stagecoach Rd, extending east to the Killeen/Harker Heights city limits.

**Area 9**

Bounded on the north by Stagecoach Rd, bounded on the east by the Killeen/Harker Heights city limits, bounded on the west by East Trimmier Rd, bounded on the south by Chaparral Rd extending east to the Killeen/Harker Heights city limits.

**4.3 HARKER HEIGHTS FD will provide the following equipment to KILLEEN FD:**

- 4.3.1 A Fire Engine, Ladder Truck or **Booster truck** on Structure fires and **Still Alarm responses** or **an EMS unit on EMS Calls** into the area within the city limits and extra territorial jurisdiction (ETJ) of Killeen generally located in the following areas.

**Area 10**

Bounded on the north by Chaparral Rd, bounded on the east by the Killeen/Harker Heights city limits, bounded on the west by East Trimmier Rd, extending south on Lakeview Dr to Terrace Dr, extending south to Circle Dr, Extending south to Stillhouse Hollow Lakes north shoreline, bounded on the east by Killeen's east city limits, extending north to Killeen city limits.

### **Area 11 (EMS Response Only)**

Bounded on the north by Stillhouse Hollow Lakes south shoreline, bounded on the east by Killeen's east city limits, bounded on the south by FM 2484, bounded on the west by Killeen's west city limits. Additionally, the area south of FM 2484, bounded on the north by FM 2484, bounded on the east by Eagles Nest Rd, bounded on the south by Crows Ranch Rd, bounded on the west by Killeen's west city limits.

## **PART 5 TRAINING**

- 5.0 Joint training exercises may be conducted, at a minimum four times per year, to comply with the Insurance Service Organization (ISO). The training exercises will be coordinated by the respective department training officers or designee, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications. The following topics may be utilized for the establishment of training parameters when applicable:

- 5.1 Apparatus Familiarization
- 5.2 Coordination of Engine Companies
- 5.3 Equipment/Minor Tools Carried
- 5.4 Incident Command System /NIMS
- 5.5 Hose evolutions
- 5.6 Communications Procedures
- 5.7 Hazardous Materials Team Response Operations Familiarization
- 5.8 Water Tender/Tanker Operations

## **PART 6 COMMUNICATIONS**

- 6.0 Dispatch of an Automatic Aid request will be toned out on the responder's primary radio channel. Communications from the Dispatch Center to mobile units and fire ground communications utilizing portable radios will be on the radio frequencies utilized by the Department in whose jurisdiction the emergency incident occurs. Communications procedures and documents will be provided at the initial training session and updated as needed thereafter.

## **PART 7 DISPATCH TO EMERGENCIES**

- 7.0 Upon receipt of an alarm in any of the designated response areas, the dispatch center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance

not be available, the requesting department will be so notified immediately by the department that would have been the Responding Party.

## **PART 8 INCIDENT COMMAND**

- 8.0 The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. National Incident Management System (NIMS) shall be the system used for Incident Command.

## **PART 9 FIRE INCIDENT REPORTING**

- 9.0 Each department will be responsible for obtaining needed information to complete fire reports for incidents within their respective jurisdictions. Requested units shall cooperate with jurisdictional units to provide necessary information.

## **PART 10 TERM**

- 10.0 This Agreement is effective on \_\_\_\_\_ and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_ provided that it shall automatically renew annually for one-year terms.

## **PART 11 NOTICE OF TERMINATION**

- 11.0 The Parties hereto may terminate this Agreement without recourse or liability for breach or damages, upon ninety (90) days' written notice of their intent to terminate to the other Party. Termination of this Agreement, for any reason, shall not relieve either Party of any obligation under this Agreement prior to such termination.

## **PART 12 ENTIRE AGREEMENT**

- 12.0 This Agreement shall take the place of and supersede any previous Agreements. It shall only be amended in writing and signed by all parties.

ATTEST:

CITY OF KILLEEN

---

LUCY ALDRICH  
CITY SECRETARY

---

KENT CAGLE  
CITY MANAGER

ATTEST:

CITY OF HARKER HEIGHTS

---

JULIETTE HELSHMAN  
CITY OF HARKER HEIGHTS SECRETARY

---

DAVID MITCHELL  
CITY MANAGER



**APPENDIX A**  
**MOTOR VEHICLE LEASE**

The undersigned Lessor and Lessee agree:

1. Lessor hereby leases to Lessee, on terms herein contained, the motor vehicle and provided equipment described as:  
  
Fleet Vehicle Number:  
Description of Vehicle:  
Vehicle Identification No:  
Texas Exempt License Plate#:  
Additional Equipment:
2. Lessee shall maintain insurance on the vehicle covering loss by collision, bodily injury and property damage in the amounts in which its own fire trucks are normally insured. In the event the Lessee shall fail to pay for or provide any insurance specified as the responsibility of Lessee, Lessor at its option may pay for such insurance and Lessee shall promptly reimburse Lessor for the cost thereof. Lessee will promptly notify Lessor of any accident or incident that may result in an insurance claim. Lessee and its employees and agents must cooperate fully with Lessor and all insurers providing insurance under this Lease in the investigation and defense of all claims or suits. Lessee must promptly deliver to Lessor all papers, notices, and documents served on, or delivered to Lessee or its employees and agents in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Lessee or Lessor concerning the vehicle.
3. The vehicle subject to this Lease shall bear license plates and the titles thereto shall be registered in the name of Lessor.
4. The Parties agree that Lessee will pay the amount of one dollar (\$1.00) for rent for the vehicle and equipment provided on the vehicle during the term hereof. However, should Lessee fail to surrender possession of the leased vehicle and equipment upon the expiration of the term hereof, Lessee shall pay to Lessor rent in the amount of \$250.00 per day. All rentals shall be paid by Lessee to the Lessor at its address hereinafter set forth or to such other person or organization as the Lessor shall designate in writing.

5. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law, or so as to void any insurance covering the same, or permit any vehicle to become subject to any lien, charge, or encumbrance. Lessee agrees that all personnel riding in the cab of the unit shall at all times wear their seat belts in accordance with Texas state law and the driver of the leased vehicle shall drive in a safe manner at all times, considering the road conditions and traffic congestion, shall not exceed the posted speed limit by more than 15 miles per hour when responding to an emergency call, and shall not exceed the posted speed limit when driving non-emergency traffic.
6. Unless otherwise agreed in writing by the parties, all routine service, materials, and minor repairs in connection with the use and operation of the vehicle during the lease term hereof, including but not limited to gasoline, diesel, oil, and tire pressure are at Lessee's expense. Lessee agrees that the oil in the crankcase shall at all-time be kept at proper level. Lessee shall immediately notify Lessor of the need for major repairs or non-routine service issues. Lessor shall have the right to inspect the vehicle at reasonable times during the term hereof.
7. Lessee assumes all risk and liability for the loss of or damage to the vehicle, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the vehicle. Lessee agrees further to indemnify Lessor to the extent allowed by law from any damages or claims arising from Lessee's possession and/or use of the vehicle covered by this lease. Nothing in this Lease authorizes Lessee or any other person to operate any part of the vehicle so as to impose any liability or other obligation on Lessor.
8. This Lease terminates at the expiration of 30 days from the date herein.
9. On expiration of the lease term, Lessee shall surrender the motor vehicle and all equipment provided with the vehicle, leased to the Lessor in the same condition as when received, less reasonable wear and tear, and free from collision or upset damage.
10. **THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE, EXCEPT AS CONTAINED HEREIN, AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OR ANY KIND AND HOWSOEVER CAUSED, WHETHER BY ANY VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT THEREOF, OR BY ANY FAILURE THEREOF, OR INTERRUPTION OF SERVICE OR USE OF ANY VEHICLE LEASE HEREUNDER.**

11. Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Lease, or the Lease itself.
12. Time is of the essence of this Lease.
13. On declaration by Lessor that the Lease is in default, the vehicle and equipment then subject hereto shall be surrendered and delivered to Lessor, and Lessor may take possession of said leased property wherever it may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicle leased hereunder, or the possession or use thereof, and Lessor shall retain all rents and other sums paid by Lessee hereunder with respect to all such vehicle. The rights and remedies of Lessor hereunder are not exclusive, but cumulative and in addition to all other rights and remedies provided by law.
14. Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Lease shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.
15. This agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicle or equipment provided with the vehicle, leased hereunder other than that of a Lessee.
16. All notices required to be given under this Lease must be in writing. Notices provided for hereunder shall be deemed given when mailed to the addresses of the Lessee and Lessor, as contained in this Lease.
17. This Lease may not be amended, modified, or altered in any manner except in a writing signed by all parties.
18. This Lease constitutes the entire agreement between the parties regarding its subject matter. No agreements, representations, or warranties other than those specifically set forth in this Lease are binding on any of the parties.

Dated of Loan: \_\_\_\_\_

City of Killeen. Lessor

City of Harker Heights, Lessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

# Fire and EMS Auto Aid Map

# Location Map

