

INTERLOCAL AGREEMENT FOR MUTUAL AID FIRE SERVICES BETWEEN THE NOLANVILLE FIRE DEPARTMENT AND THE KILLEEN FIRE DEPARTMENT

This Interlocal Agreement for Automatic Aid Fire Services (“Agreement”) is entered into by and between the City of Nolanville, a home rule municipality in the State of Texas (“Nolanville”) and the City of Killeen, also a home rule municipality in the State of Texas (“Killeen”) for the mutual automatic aid assistance between the Nolanville Fire Department (NFD) and the Killeen Fire Department (KFD). Nolanville and Killeen may hereinafter be referred to individually as the “Party” and/or collectively as the “Parties.”

WHEREAS the governmental entities which are Parties to this Agreement desire to enter into an agreement concerning automatic aid fire services.

WHEREAS, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS the Texas Government Code §791 et seq. specifically authorizes interlocal agreements for fire services.

THEREFORE, the Parties mutually agree to provide automatic aid assistance as set forth below:

TERMS.

- 1) Each Party agrees to provide automatic assistance to the other upon the occurrence of an emergency condition in any portion of the designated service area as set forth in Attachment ‘A,’ attached hereto and incorporated herein for all purposes, with the predetermined amount of firefighting equipment, emergency medical equipment and/or personnel in order to assist in the protection of life and property. For the purposes of this Agreement, “emergency conditions” shall include any condition requiring fire protection or emergency medical services, or both.
- 2) The amounts and types of assistance to be dispatched shall be agreed to by the Chief of the Killeen Fire Department and the Chief of the Nolanville Fire Department and may be amended or revised at any time by mutual agreement of the Fire Chiefs as conditions may warrant. The current scope of this mutual aid agreement is outlined in Attachment ‘A.’
- 3) The predetermined amount of aid, type of equipment, and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party’s forces at the time of need for assistance under this Agreement.
- 4) In fulfilling their obligations provided for in this Agreement, both Parties shall comply with the procedures set forth in Attachment ‘A.’
- 5) Each Party shall always 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 City and

regardless of whether such employees were acting under the authority, direction, suggestion, or orders of an officer of the requesting City. This assignment of civil liability is specifically permitted by section 791 et seq of the Texas Government Code and is intended to be different than the liability otherwise assigned under section 791 et seq of the Texas Government Code.

- 6) All personnel acting on behalf of the Party's fire department under this agreement during the time services are required, shall be paid firefighters of the Party's fire department at the time of performance, or members of an organized volunteer fire department which renders firefighting services.
- 7) 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. At no time shall the employees of the responding party be considered to be borrowed servants or on loan to the requesting party under this agreement.
- 8) Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, or workers' compensation, disability, death, and dismemberment insurance for the other Party's employees and/or equipment. Nothing contained in this Agreement shall be construed as making the Requesting Party responsible for wages, materials, logistical support, equipment, or related travel expenses incurred by the Responding Party.
- 9) Each Party shall own, lease, or rent all equipment used by that Party in the execution of this Agreement, and each Party shall be solely responsible for its equipment and property, including any losses or damages, in the performance of this Agreement.
- 10) Each Party shall bear their own costs in the execution of this Agreement. Neither Party shall be reimbursed by the other for costs incurred pursuant to this agreement.
- 11) The mutual obligations herein shall constitute full compensation for all services, and neither Party shall be entitled to any reimbursement for assistance hereunder. Neither Party shall have any liability for failure to expend funds to provide aid hereunder. Each Party understands and agrees that both Parties have certified funds under this Agreement, and neither Party shall have a cause of action for money against the other Party under this Agreement irrespective of the nature thereof. The sole remedy for failure to provide aid in accordance with this Agreement or for breach of any provision of this Agreement is termination.
- 12) The Parties agree that at all times while equipment and/or personnel are traveling to, from, or within the geographical limits of the other Party in performance of this Agreement, such equipment and/or personnel 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 utilizes or employs such equipment or personnel. Further, such personnel shall be deemed to be engaged in a governmental function of their respective City.
- 13) Each party agrees to furnish Emergency Medical Service to each other upon request for assistance from the Fire Chief or his/her designee, City Manager, Emergency Medical

Services Coordinator, County Judge, or other individuals as designated in writing by the respective City.

TERM.

This Agreement shall be in full force and effect until rescinded in writing by either party. This agreement shall be reviewed annually and may be amended or revised from time to time as required and upon mutual agreement of the Parties' Fire Chiefs.

NOTICE.

Unless otherwise provided herein, all notices required or permitted by this Agreement shall be made to the following:

CITY OF NOLANVILLE
Nolanville Fire Department
Chief Robert Cunningham
101 North 5th Street
Nolanville, Texas 76559

CITY OF KILLEEN
Killeen Fire Department
Chief James Kubinski
201 South 28th Street
Killeen, Texas 76541

COMPLIANCE.

Both Parties shall comply with all Federal, State and City statutes, ordinances, and regulations applicable to the performance of the services under this Agreement.

ENTIRE AGREEMENT.

This document embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements, understandings, oral or written, with reference to the subject matter contained herein that are not merged here or superseded by this Agreement.

AMENDMENTS.

No alteration, change, modification, or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both Parties hereto and approved by appropriate action of the governing body of each Party.

WAIVER.

No waiver of performance by either Party shall be construed as, or operate as, a waiver for any subsequent default of any terms, covenants, and conditions of this Agreement.

GOVERNING LAW AND VENUE.

In the event of any action arising under this Agreement, venue shall be in Bell County, Texas or in the United States District Court for the Western District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY.

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

TERMINATION/FORCE MAJEURE.

This Agreement may be terminated by either Party for any reason with 30 days advance written notice to the other Party. Neither Party shall be responsible for damages nor expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe, or other event beyond the control of the Party, occur and cause such damage or prevent the performance of any obligation contained within this Agreement.

EXECUTION.

This Agreement shall be executed by the duly authorized official(s) of each party as expressed in the approving resolution or order of the governing body of such party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

THE CITY OF NOLANVILLE, TEXAS

THE CITY OF KILLEEN, TEXAS

By: _____
City Manager

By: _____
City Manager

ATTEST:

ATTEST:

City Secretary

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

APPROVED AS TO FORM:

City Attorney's Office

ATTACHMENT 'A'

Fire Apparatus will respond on first alarm structural fire incidents and non-structural fire incidents, if designated, in the stipulated response areas.

Fire/EMS units required in addition to first alarm assignment must be requested in accordance with procedures established in the most recently executed Interlocal Mutual Aid Agreement for Fire Services executed between the Parties, as may be amended from time to time.

Response Areas

A. Killeen will provide the following to Nolanville:

Fire Response

- a. Ladder Truck or Fire Engine and three personnel for confirmed structure fire response when requested and available.
- b. Booster response to assist per the county wide response framework.
- c. Emergency Medical Service response when requested and available.

Water Rescue

- a. One boat and three personnel

B. Nolanville will provide the following to Killeen:

Structure fire and Grass Fire Response

- a. When requested and available, as needed by command, one booster truck or one engine with two personnel will respond to the scene or to a fire station to change quarters until released by command.

Training

Training exercises are to be conducted, at a minimum of four times per year to comply with the Insurance Service Organization (ISO). The training exercises will be coordinated and observed by the respective department training officer 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:

1. Apparatus Familiarization
2. Boat operation procedures
3. Coordination of Engine Companies and EMS units
4. EMS procedures

5. Equipment/Minor Tools Carried
6. 5-Inch Hose Program Procedures
7. Incident Command System
8. Communication Procedures

Communications

- 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 Talk group utilized by the Department in whose district the emergency incident occurs.
- Communications procedures and documents will be provided at the initial training session and updated as needed thereafter.
- 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.

Incident Command

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall command of the incident will be assumed by the jurisdictional department upon arrival at the scene.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective districts. Assisting units shall cooperate with jurisdictional units to provide necessary information.