

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 government,” “Parties,” or “Party.”

W I T N E S S E T H

WHEREAS, the governing body of the member local governments, organized under the general laws of the State of Texas, desire to secure for each local government 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, “local government” 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 government to the fire department of the other member local government, available fire department equipment and personnel will be dispatched in aid of the requesting member local government to any point within a reasonable

distance of the jurisdictional limits of the responding local government, subject to the conditions hereinafter stated.

The Fire Chief of each member local government shall designate what constitutes a reasonable travel distance outside the jurisdictional limits of the local government.

It is hereby declared and agreed that an emergency condition shall exist within the corporate limits of a requesting member local government 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 government in which the emergency condition exists (the "requesting local government") to the fire department of another member local government (the "responding local government"), the Fire Chief or designee of the responding local government will dispatch such fire department equipment and personnel to the aid of the requesting local government 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 government 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 local government 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 local government and, to the extent to which the local government has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the local government 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 local government, 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 local government.”

- 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 government, 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 government 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 government by direction of the Fire Chief of the responding member local government or his/her designee.

- C. The requesting local government must have a command system in place and an incident commander in charge of the incident.
- D. The senior fire representative from the responding member local government shall report to and be under the direction of the requesting member local government Incident Commander, and will direct the utilization of his/her resources to assist in mitigating the emergency in accordance with accepted procedures.
- E. Fire department equipment and personnel from the responding local government 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 government jurisdictional lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the local government receiving the alarm will dispatch its fire department equipment and personnel and notify the other affected local

government of the alarm. If the emergency is not within the jurisdictional limits of the responding member local government, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

4.

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

Neither member local government 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 local government which they serve. Each local government shall be solely responsible for the payment of its costs associated with providing fire department equipment and personnel under this Agreement.

6.

It is expressly understood that when an employee or volunteer of the responding local government 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 42 U.S.C.A., Section 3796; is considered to be in performance of duties within the provisions of Article 6228f, V.T.C.S., and 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 government 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.

Each local government agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Tarrant County, Texas.

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 government may terminate this Agreement upon thirty (30) days' written notice to the other member local government.

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 governments 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 until it has been terminated according to 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.

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 _____, 2000.

Name of Local Government

Name of Local Government

Name

Name

Title

Title

Approved as to form:

Approved as to form:

Title

Title

Attest:

Attest:
