

RESOLUTION NO. R-2023-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2; ATTACHED AS EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Bastrop ("City") and the Bastrop County Emergency Services District No. 2 ("District") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas; and

WHEREAS, The City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by this Agreement, regardless of the jurisdiction; and

WHEREAS, The City wishes to receive and provide assistance in areas shown in **Exhibit "A"** on an automatic assistance basis; and

WHEREAS, The District wishes to receive and provide assistance in areas shown in **Exhibit "B"** on an automatic assistance basis; and

WHEREAS, The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of this Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2. (Exhibit A)

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of October, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN
BASTROP COUNTY EMERGENCY SERVICE DISTRICT NUMBER 2
AND THE CITY OF BASTROP**

RECITALS

The City of Bastrop ("City") and Bastrop County Emergency Services District Number 2 ("District") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas.

The City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by this Agreement, regardless of the jurisdiction.

The City wishes to receive and provide assistance in areas shown in **Exhibit "A"** on an automatic assistance basis.

The District wishes to receive and provide assistance in areas shown in **Exhibit "B"** on an automatic assistance basis.

The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code

TERMS

1. The term of this Agreement shall be for one-year, effective September 1, 2023, and shall automatically renew annually for up to four additional one-year terms unless terminated pursuant to Section 13.

2. The parties agree to automatically dispatch the nearest available unit(s) to the scene of an emergency and all reported structure fires within the automatic aid agreement service area. The service area is defined as shown on the maps attached as **Exhibits "A" and "B"**. The "nearest available unit" shall mean that unit of either party that meets the requirements for that type of emergency and, in the sole discretion of either Fire Chief, is capable and available to respond quickest to a call. A party shall respond only to the extent that a unit is readily available.

3. Subject to the provisions noted above in paragraph 2 the District and the City shall each provide firefighting services 24 hours a day, 7 days a week, and shall respond to all call types within the service area shown in **Exhibits "A" and "B"**.

4. The parties agree to follow the National Incident Management System (NIMS) as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures for those emergencies requiring the use of units from the Parties.

5. Each party shall maintain adequate insurance for all equipment and property necessary for the performance of this Agreement.

6. Specifically citing Texas Government Code Section 791.006(a-1), each party shall be liable for the acts and omissions of its officials, agents, employees, volunteers and contractors in the provision of fire protection and other types of emergency response services in the territory of the other party. Such assignment of liability is intended to be different than that provided in Texas Government Code Section 791.006(a). To the extent allowed by law, each party shall fully indemnify and hold harmless the other party, as well as its council members, commissioners, officials, agents, volunteers, and employees, from any and all civil liability or other claims of any type or nature whatsoever, specifically including, but not limited to, negligence, gross negligence, or intentional acts or omissions, and all attorney's fees and related costs, made on account of any loss or damages through personal injuries, deaths, property, or other damages, arising directly or indirectly out of the negligence, gross negligence, or the intentional acts or omissions of the other party or its council members, commissioners, officials, agents, employees, volunteers, or representatives, in performing the fire protection and other types of emergency response services required under this Agreement, provided that such loss or damages does not also arise out of the negligence, gross negligence or intentional act or omission of an official, agent, employee, volunteer, or representative of the other party.

7. It is expressly understood and agreed that this Agreement does not waive any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.

8. The parties agree to comply with all applicable state, federal and local laws or requirements applicable to the performance of services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required. All "Automatic Aid Engine Companies" responding to the first alarm must meet the National Fire Protection Association (NFPA) 1901 standards for engine companies and qualify as credited engine companies for the Public Protection Classification (PPC).

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person

or entity shall have any cause of action hereunder.

10. Unless specifically agreed to by both parties for particular incidents, and except as provided in Section 6, neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement or have any other financial obligation to the other party. The parties agree to cooperate with each other in seeking reimbursement from private, state or federal authorities to the extent such opportunities present themselves.

11. **Exhibits "A" and "B"** are incorporated into this Agreement for all purposes.

12. The parties agree to cooperate in an annual evaluation of the Agreement in order to ensure that the terms continue to meet each party's needs and expectations.

13. This Agreement may be terminated by either party, with or without cause, upon 30 days notice in writing.

14. Notice shall be provided to the parties at the following addresses:

City: City Manager, Sylvia Carrillo
City of Bastrop
1311 Chestnut St.
Bastrop, Texas
78602

Copy to: City Attorney, Alan
Bojorquez
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759

District: President of the Board of
Directors Bastrop County ESD
Number 2
P.O. Box 1747
Bastrop, Texas
78602

Copy to: John J. Carlton, Attorney for the
District The Carlton Law Firm,
P.L.L.C.
2705 Bee Cave Road
Austin, Texas 78746

15. No term or provision in this Agreement is intended to create a partnership or joint venture.

16. If any provision of this Agreement is held invalid by a court of competent jurisdiction, that holding (a) shall not invalidate the remainder of this Agreement, (b) shall be limited to the specific parts of this Agreement described in that holding, and (c) shall not affect the validity of this Agreement in any way or in any other instance.

Executed on this, the _____ day of _____, 2023.

CITY OF BASTROP, TEXAS

BASTROP COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2

By: _____
Sylvia Carrillo, City Manager

By: _____
George Martinez, President

EXHIBITS

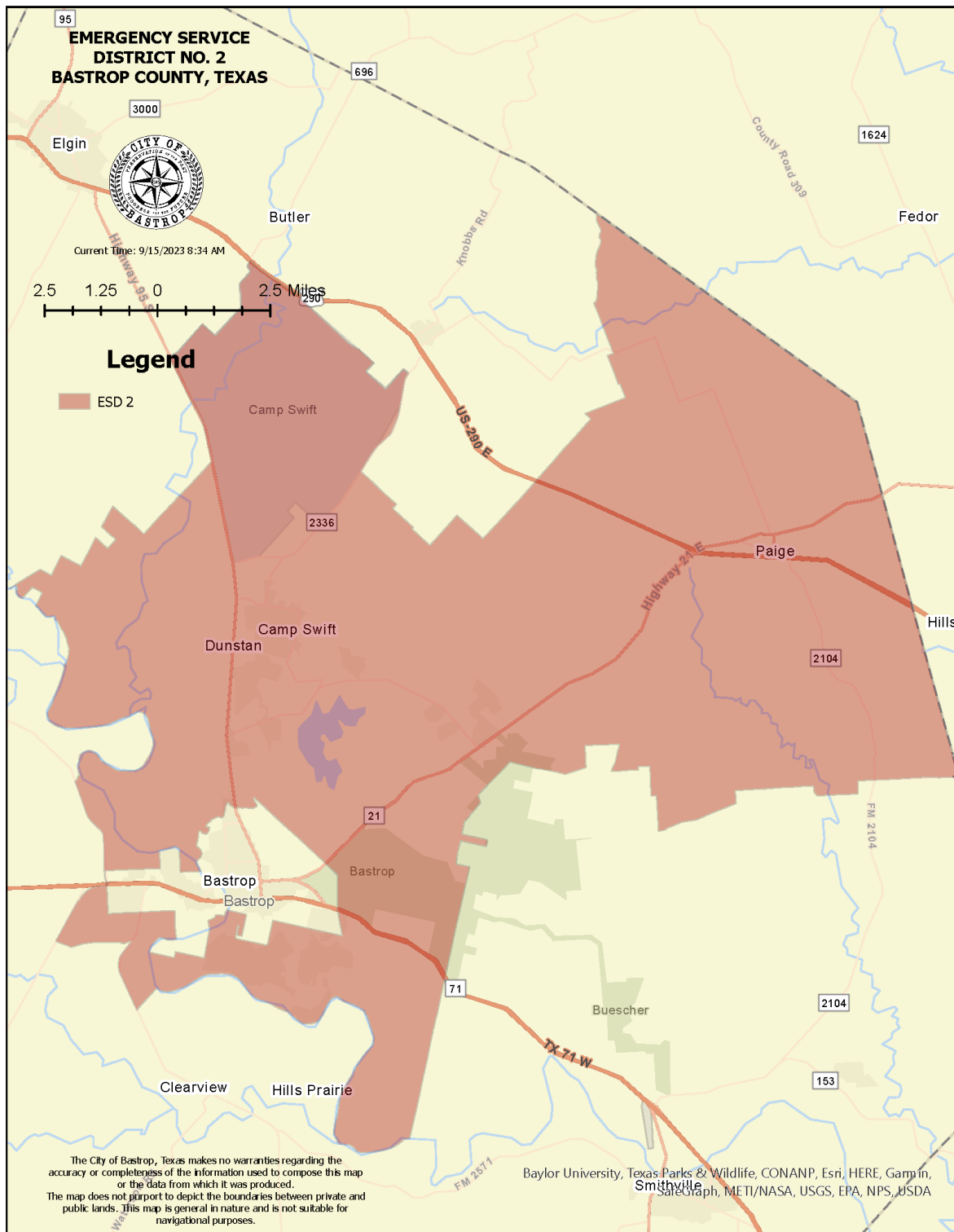
EXHIBIT A – Area for Automatic Response by the City of Bastrop

EXHIBIT B – Area for Automatic Response by Bastrop County Emergency Services District No. 2

EXHIBIT A AREA FOR AUTOMATIC RESPONSE BY THE CITY OF BASTROP



EXHIBIT B
AREA FOR AUTOMATIC RESPONSE BY BASTROP COUNTY
EMERGENCY SERVICES DISTRICT NO. 2



City of Bastrop
 Agreement for Automatic Aid Assistance ESD 2