

**FIRE & RESCUE SERVICES
INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID**

STATE OF TEXAS 3
3
COUNTY OF McLENNAN 3

KNOW ALL MEN BY THESE PRESENTS

The **HEWITT Fire Department**, hereinafter called "**Hewitt FD**" and the ----- **Fire Department**, hereinafter called "**----- FD**", both acting by and through their governing bodies, do hereby agree as follows:

1. **Purpose.** The purpose of this agreement is to establish protocols, procedures, and guidelines for **Hewitt FD and ---- FD** to mutually assist each other in providing fire protection, emergency rescue, and first response emergency lifesaving assistance. This agreement is executed pursuant to TEX.GOV'T.CODE Chapter 791 (formerly TEX.REV.CIV.STAT. ARTICLE 4413 (32c)), known as the Interlocal Cooperation Act, and TEX.GOV'T.CODE Section 418.109 of the Texas Disaster Act.

2. **Mutual Aid.**
 - 2.1. The entity providing assistance is the responding agency.

 - 2.2. The entity requesting assistance and receiving the assistance is the requesting agency.

 - 2.3. A request for mutual aid shall include a statement of the amount and type of personnel and/or equipment being requested, and the location to which such personnel and/or equipment are to be dispatched. The actual amount and type of personnel and/or equipment to be furnished shall be determined by the officer in charge of the responding agency. Any request to render assistance and aid shall be responded to as necessary to provide and make available the personnel and/or equipment requested; provided, however that the responding agency may withhold or withdraw personnel and equipment to the extent necessary to provide reasonable fire protection and emergency lifesaving assistance within its own jurisdiction.

 - 2.4. Personnel from the responding agency shall report to the officer in charge of the requesting agency at the location to which the equipment is dispatched. The officer in charge of the responding agency shall meet with the officer in charge of the requesting agency to jointly determine the objectives, strategies, and priorities for the incident or for the responding agency and to coordinate activities and operations. The personnel of the responding agency shall remain under the supervision and direction of officers from the responding agency. Personnel from the responding agency shall be released by the officer in charge from the requesting agency when the services of the responding agency are no longer required or when the responding agency must withdraw the personnel to respond within its own jurisdiction.

- 2.5. This shall not be construed to cause personnel from the responding agency to undertake an assignment which in the opinion of the officer in charge of personnel from the responding agency considers to be unreasonably dangerous or to place the responding agency personnel at an unnecessary risk of injury or death.
- 2.6. At all fire emergency scenes or any other scene where water is applied, the responding agency shall NOT be responsible for controlling, cleaning up, or otherwise dealing with the water run off as may be required by state law and/or the Texas Natural Resources and Conservation Commission [TNRCC]. The responding agency shall NOT be responsible for dealing with any hazardous wastes or hazardous materials cleanup.
3. **Compensation & Benefits.** Paid personnel who provide services pursuant to this agreement while on duty for their employing agency shall be entitled to the same wage, salary, pension, benefits, and all other compensation and all other rights for such service, including injury, death or disability benefits, the same as though the service had been rendered for the agency which regularly employs said personnel. For all purposes, while traveling to and from the site of the assistance and while engaged in providing the assistance, the personnel shall be treated as being in the line of duty of the agency regularly employing the personnel. These shall be paid by the agency regularly employing the personnel. Personnel who are volunteers and who provide services under this agreement shall only be entitled to the benefits to which said personnel are entitled while in the service of the volunteer fire department, which shall be responsible for providing the benefits.
4. **Other Expenses.** All costs associated with the use of any equipment; damage to equipment or clothing; replacement of lost, damaged, or destroyed equipment, as a result of providing assistance pursuant to this agreement, shall be the responsibility of the agency owning such equipment.
5. **Liability.**
 - 5.1. Pursuant to Section 791.006 of the Texas Government Code, a governmental unit responsible for furnishing services in the absence of this agreement is responsible for any civil liability that arises from the furnishing of the services. The agency receiving assistance accepts responsibility for any loss or damage for which the agency receiving assistance is responsible as determined and required by the Interlocal Cooperation Act.
 - 5.2. Each party to this agreement waives all claims against the other party and releases the elected officials, officers, employees, and agents of the other party for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. However, this waiver shall not apply in those cases in which the claim results from the failure of either party to accept responsibility for any civil liability for which a requesting agency is responsible as determined and required by the Interlocal Cooperation Act, TEX.GOV.CODE Chapter 791. Should a responding agency have to file a lawsuit against

a requesting agency to get the requesting agency to accept responsibility placed on it by Chapter 791, the requesting agency will be responsible for paying all costs of that litigation, including reasonable attorney's fees.

6. **Other Agreements**, in as much as it is probable that the pattern and detail of the arrangements for assistance aid among two (2) or more cities or counties may differ from what is appropriate among other cities or counties, nothing herein contained shall preclude either party from entering into another agreement with another city or county or volunteer fire department. Such agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.
7. **Savings Clause**. This agreement shall be construed to effectuate the purpose stated in Section 1 hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons or circumstances shall not be affected thereby.
8. **Administration**. The organization and administrative agent for the Hewitt FD for the administration of this agreement, including all notices herein required, shall be the Fire Chief for the Hewitt FD or his designated representative. The organization and administrative agent for the Waco FD for the administration of this agreement as aforesaid shall be the City Manager or his designated representative.
9. **Term of Agreement**. This agreement shall go into full force and effect upon execution by both the Hewitt FD and the Waco FD and shall continue in full force and effect indefinitely unless cancelled by either party in accordance section 10 below.
10. **Termination of Agreement**. Either party may terminate the agreement for any reason at any time by giving written notice to the administrative agent designated herein at least forty-five (45) days prior to a proposed termination date.
11. **Amendments**: This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
12. **Multiple Copies**: This agreement may be executed in multiple counterparts each of which constitutes an original.
13. **Misspelled Words**: Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

EXECUTED this _____ of _____, 20__

THE City of Hewitt Fire Department, TEXAS

BY: _____

Title: _____

ATTEST:

BY: _____

Title: _____

APPROVED AS TO FORM and LEGALITY:

BY: _____

Title: _____

**THE City of -----, Texas/ ----- Fire
Department**

BY: _____

Title: _____

ATTEST:

BY: _____

Title: _____

APPROVED AS TO FORM and LEGALITY:

BY: _____

Title: _____