

**AGREEMENT FOR AUTOMATIC AID
BETWEEN
THE CITY OF STEPHENVILLE AND ERATH COUNTY VOLUNTEER FIRE RESCUE
DEPARTMENT**

THIS AGREEMENT FOR AUTOMATIC AID (this "Agreement") is entered into this __ day of _____, 2023, by and between the City of Stephenville ("Stephenville"), a Texas municipal corporation and the Erath County Volunteer Fire Rescue Department, ("ECVFRD"), a Texas Volunteer Fire Department (collectively, the "parties"); and each acting herein through its duly authorized officials.

WITNESSETH:

WHEREAS, the governing officials of the parties, political subdivisions of the State of Texas, desire to secure for each such entity the benefits of automatic aid in the protection of life and property from fire and other disasters; and

WHEREAS, the parties wish to enter this Agreement to provide for such aid and are authorized to do so pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act");

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic aid to the other upon the occurrence of an emergency condition in any portion of the designated area where this Agreement for Automatic Aid is in effect, a predetermined number and emergency medical equipment or personnel of both parties shall be dispatched to such point where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purposes of this Agreement, "emergency condition" shall include any condition requiring emergency medical services, fire, or rescue exclusively of the respective agency's jurisdictional boundaries and subject to Exhibit "A" (Map) and subject to the Memorandum of Understanding referred to herein as Exhibit B.

Details as to emergency assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Stephenville Fire Department and the Chief of the Erath County Volunteer Fire Rescue Department (also referred to as "Fire Department"). These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments setting the operational and logistic requirements to respond under this Agreement, which is attached hereto as Exhibit "B". The Memorandum of Understanding (Exhibit B may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. 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.

3. comply with the procedures set forth in the Memorandum of Understanding, hereto and made part hereof for all purpose upon its completion and execution by the Chiefs, Exhibit
4. Request for Assistance. The Communications dispatching center for each agency will confirm the emergency incident or from a caller, police, or fire personnel. Either agency is authorized at any time to request Automatic Mutual Aid Response from the other agency. The request shall be directed to the authorized communication of the respective agency.

The request for Automatic Mutual Aid Response shall specify the amount and type of equipment and number of personnel required and shall specify the location to which the equipment and personnel are to be dispatched.

5. Response to Request. Upon receipt of a request for Automatic Mutual Aid Response, the commanding officer of the Responding agency shall:
 - a. Immediately advise the Requesting agency if the equipment and personnel are not available.

6. 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 this Agreement. THE ASSIGNMENT OF LIABILITY UNDER THIS AGREEMENT IS INTENDED TO BE DIFFERENT THAN LIABILITY OTHERWISE ASSIGNED UNDER TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). INSTEAD, LIABILITY, IF ANY, SHALL BE AS SET OUT IN THIS AGREEMENT, AS PROVIDED BY TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). EACH PARTY SHALL BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM ITS ACTIONS OR OMISSIONS REGARDLESS OF WHICH PARTY WOULD HAVE BEEN RESPONSIBLE, IN THE ABSENCE OF THIS AGREEMENT, FOR FURNISHING THE SERVICES PROVIDED. THIS PROVISION IS FOR THE BENEFIT OF THE PARTIES AND IS NOT INTENDED TO CREATE A THIRD-PARTY CAUSE OF ACTION OR WAIVE ANY IMMUNITIES OR DEFENSES AVAILABLE TO THE PARTIES.

7. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement, except as set forth in this paragraph. The parties agree that a party requesting aid ("Requesting Party") pursuant to this Agreement shall not be required to reimburse a party providing aid ("Responding Party") for costs incurred during the first Operational Period, defined as a period of time beginning at the time of the request for aid and lasting for twenty-four (24) hours. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period. Reimbursement shall be made on an incident-by-incident basis and shall be made subsequent to a submission of an invoice by the party incurring costs to the other party. Notwithstanding the above, each party shall be responsible for all costs associated with its own equipment, including damage and breakage. It is understood and agreed that both parties have heretofore entered into an "Agreement for Mutual Aid in Disaster Assistance." Costs incurred pursuant to the Agreement for Mutual Aid in Disaster Assistance shall be governed under the terms of that agreement.

8. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death

benefits, and Workmen's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses, wage, and disability payments, except for those payments each party is required to pay under the Interlocal Cooperation Act cited above, pension payments. Damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed.

9. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be paid firefighters of the fire department of the party where they are regularly employed or members of an organized volunteer fire department which normally renders firefighting services of the party which sends the forces of equipment.

10. 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 by the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

11. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state *or* federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of the Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the course and scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages, then the other party may intervene in such cause of action to protect its interests.

12. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

13. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Erath County.

14. 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement is made for each respective fire department as automatic aid pursuant to the Texas Government Code, chapter 418, commonly referred to as the Disaster Act of 1975; and nothing in this Agreement is intended to limit the availability of benefits to each party's personnel under Texas Government Code Chapter 615, as amended, and as it may be amended in the future.

16. Effective date of this Agreement shall be on the last date of the signature of any party hereto. Any prior Agreement for Automatic Aid between the parties shall be terminated and superseded on the effective date of this Agreement.

EXECUTED by the City of Stephenville and the Erath County Volunteer Fire/Rescue, each respective governmental entity acting by and through its City Manager or other duly authorized official in the manner required by city charter or otherwise as required or authorized by law, on the date herein below specified.

ERATH CO. FIRE/RESCUE

CITY OF STEPHENVILLE, TEXAS

AUTHORIZED REPRESENTATIVE

MAYOR

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

Attorney

City Attorney

By: _____

BY: _____