

MUTUAL AID EMERGENCY SERVICE PROTECTION AGREEMENT

BETWEEN

TOM GREEN COUNTY, TEXAS

AND

DOVE CREEK VOLUNTEER FIRE DEPARTMENT

THIS MUTUAL AID EMERGENCY SERVICE PROTECTION AGREEMENT (MAESPA) is made and entered into by and between Tom Green County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the Dove Creek Volunteer Fire Department located in Tom Green County, Texas, hereinafter referred to as "DCVFD", and has an effective date of **15 December 2015** and is without an expiration date.

WHEREAS, **COUNTY**, is duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit for the citizens of Tom Green County, and

WHEREAS, **DCVFD**, is a Volunteer Fire Department duly organized and operating under the laws of the State of Texas and is engaged in providing fire protection and related services for the benefit of citizens in the area so designated and under those Mutual Aid Agreements entered into with other fire departments and counties.

WHEREAS, **DCVFD**, is owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and preventing of damage to property and injury to persons from fire and has trained personnel whose duties and responsibilities are related to the use of such vehicles and equipment, and

NOW, THEREFORE, COUNTY and DCVFD, for the mutual promises, covenants, agreements, and considerations stated herein, agree as follows;

I.

SCOPE OF SERVICES

DCVFD agrees to provide upon request personnel, equipment, or facilities as may be needed to prevent and combat the effects of emergencies and/or disasters through training; for the suppression of fires through firefighting; emergency medical services (EMS) through First Responders; hazardous materials (HAZMAT) incidents; or any natural or technological hazards as declared within the county or area of responsibility.

The duties and responsibilities associated with saving lives and property within the area of responsibility of the requesting department; provided that the personnel, equipment, or facilities requested are not otherwise required within the **DCVFD** area of responsibility as determined by the **DCVFD** Standard Operating Procedures (SOP). It is understood that **DCVFD** will not provide personnel, equipment, and/or facilities which would prevent or disrupt adequate protection of its own area of responsibility.

.**DCVFD** agrees

- 1.) a request for mutual aid can be made by a representative of another department when an emergency occurs and the incident maybe beyond the requesting department's capabilities and resources.
- 2.) to respond to text and/or radio announcements of emergencies as dispatched by the San Angelo Communication Department according to their rules, guideline, standards, and regulations.

II. **DIRECTION AND CONTROL**

The **DCVFD** responders to a mutual aid request will remain under the control of the **DCVFD** ranking representative and follow practices and procedures of the **DCVFD**. Upon arrival at mutual aid incident the ranking **DCVFD** representative will report to the Command Post of the Incident Commander (IC). The **DCVFD** responders will follow the standards of the Incident Command System (ICS).

In the event **DCVFD** requests mutual aid, the department will initiate ICS.

III. **POST RESPONSE**

The **DCVFD** responders to a mutual aid request will continue to follow the direction of the IC, until such time as the IC releases the **DCVFD** responders or the incident is terminated.

The responders to **DCVFD**'s mutual aid request will continue to follow the direction of the IC, until such time as the **DCVFD** IC releases the responders or the incident is terminated.

IV. **EQUIPMENT AND CONSUMABLE RESOURCES**

DCVFD is responsible for the condition of their equipment. In the event of damage or destruction, **DCVFD** will assume financial liability as set forth by the equipment's insurance carrier. **DCVFD** may attempt to recover all cost of the equipment from any resource available.

Responders to the **DCVFD** mutual aid request are responsible for the condition of their equipment. Should equipment be damage or destroyed, the responders are financially liable as stated by their insurance carrier. The responders may recover all cost for the equipment from any resource available.

Consumable resources may be reimbursed by or through the IC's jurisdiction. The IC can recover any cost of the incident from any resource available.

In the event the incident receives a Disaster Declaration, the **DCVFD** and other responders involved will work together with any local or state Emergency Management Departments, the County's Local Emergency Planning Committee (LEPC), and the State of Texas to receive remuneration from the State Public Assistance Office for the equipment damaged to or lost and/or for the consumable resources used.

DCVFD and any responder may claim reimbursement for the direct expenses and losses that are additional for any emergency services incident costs above the normal costs incurred while responding to an incident on federal property under MAESPA as provided in 44 CFR Part 151, *Reimbursement for Costs of Firefighting on Federal Property*.

V.
TERMS OF AGREEMENT

COUNTY and **DCVFD** shall approve the MAESPA yearly, yet there is no expiration date. The **COUNTY** and/or **DCVFD** may terminate the MAESPA at any time upon receipt of sixty (60) day prior written notice. No further obligations or liabilities shall be imposed after such termination.

VI.
AGREEMENT MAINTENANCE

COUNTY and **DCVFD** agrees to a yearly regularly scheduled review of the MAESPA developing possible changes or any other action that will facilitate the intent of the MAESPA, shall be done starting 1 November of every year and completed by 15 December of every year. The MAESPA will be presented at the next regularly scheduled Commissioners' Court and entered into the minutes.

VII.
AMENDMENTS

The MAESPA can be amended or replaced by **COUNTY** and **DCVFD**, insofar as written notification within thirty (30) days and an open forum must be held.

VIII.
AGREEMENT not EXCLUSIVE

COUNTY and **DCVFD**, understand this MAESPA is not intended to be exclusive between each entity. It is hereby understood that the MAESPA entered into hereunder and any corresponding MAESPA shall not supplement existing mutual aid agreements.

IX.
COMPLIANCE with ALL APPLICABLE LAW

COUNTY and **DCVFD** shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this MAESPA.

X.
LEGAL CONSIDERATIONS

All Federal, State, and local laws shall supersede any provisions made in this MAESPA. Any provision so effected will not negate the rest of the MAESPA. In case any one or more of the provisions contained in the MAESPA shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this MAESPA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

The MAESPA shall become effective immediately upon the **COUNTY** and **DCVFD** signing of the MAESPA.

Venue for any proceeding under this MAESPA shall be held within Tom Green County of the State of Texas.

XI.
LIABILITY

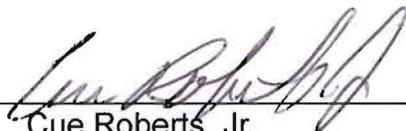
COUNTY and **DCVFD** agree that each shall be responsible for its own actions and those of its members while responding to an emergency incident or in any manner providing services pursuant to and within the scope of this MAESPA.

This MAESPA, together with all terms and conditions contained herein, is approved and is executed by their authorized representatives.

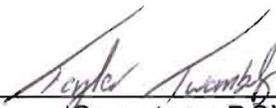
EXECUTED in duplicate originals on the dates set forth below.

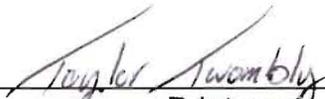
DOVE CREEK VOLUNTEER FIRE DEPARTMENT

c/o Cue Roberts, Jr.
11191 Northcross Lane
San Angelo, TX 76904

By: 
Cue Roberts, Jr.
President, DCVFD

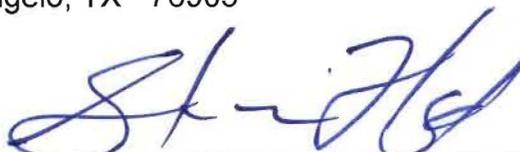
Date: 12-8-2015

Witnessed by: 
Secretary, DCVFD


Print name

TOM GREEN COUNTY, TEXAS

122 West Harris
San Angelo, TX 76903

By: 
Judge Steven C. Floyd
Acting in his official capacity as
County Judge, and not individually

Date: 12-29-15

ATTEST:

Before me, the undersigned authority, on this day personally appeared Steven C. Floyd, County Judge, Tom Green County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose, therein expressed and in the capacity therein stated.

Subscribed and acknowledged before me by the said County Officials, on this the 29th day of December, 2015.



Attest; Elizabeth McGill
Elizabeth McGill, County Clerk
Tom Green County, Texas

