

**MUTUAL AID EMERGENCY SERVICE  
PROTECTION AGREEMENT**

**I.**

**SCOPE OF SERVICES**

- A. During the term of this agreement, the Volunteer Fire Departments within Tom Green County, agree to provide upon request such 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 the jurisdiction area.
- B. The duties and responsibilities associated with saving lives and property within the jurisdictional areas of the requesting department, provided that the personnel, equipment or facilities requested are not otherwise required within the jurisdiction as determined by the Fire Chief or Chief Fire Service Officer or his/her designated representative of the providing party. It is expressly understood and agreed by all fire departments hereto that no providing department shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own area.
- C. The Departments agree that a request for mutual aid, made pursuant to this Agreement, can be made when an emergency occurs in their jurisdiction and may be beyond the requesting departments' capabilities to the respective Fire Chiefs or Chief Fire Safety Officers or their designated representatives for assistance.
- D. The Volunteer Fire Departments agree:
  - a. To maintain the work force and equipment needed to sufficiently control emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction;
  - b. To provide an emergency action plan for activating their personnel and equipment within their jurisdiction;
  - c. To maintain established procedures for the mitigation of emergencies; and
  - d. To provide all departments with a current list of the materials and equipment, this, under most circumstances, could be furnished to the requesting department for use in the mitigation of any emergencies.

**II.**

**DIRECTION AND CONTROL**

The requested emergency service unit(s) or fire service company(s) or task force(s) shall be under the direction and control of its own department or company officer or task force leader. They will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The department or company officer or task force leader will report to the Command Post of the Incident Commander (IC)

of the requesting department and will make himself/herself and the department or company or task force for which they are responsible available for service. The IC will assume direction and control of the unit in whole and will give that unit an assignment. The fact that the task at hand is inherently dangerous must always be considered.

### III.

#### POST RESPONSE

The IC will maintain control of all resources until the request for assistance and/or response to the request is terminated. This may include returning equipment, releasing personnel, any acquired property and the holding and disposing of equipment and property, as required for terminating the response.

### IV.

#### EQUIPMENT AND CONSUMABLE RESOURCES

- A. The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the incident, the financial liability will be settled by the criteria established by the equipment's insurance carrier. The owner may attempt to recover any and all cost of the equipment from any resources available to him/her.
- B. Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction. The Incident Commander has a right to recover any and all cost of the incident from any resources available to him/her.
- C. In the event the incident receives a Disaster Declaration, the jurisdictions involved will work together with any local, state, or Federal 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 or the Federal Emergency Management Administration (FEMA) for the equipment damaged or lost and/or for the consumable resources used.
- D. Any responding department may claim reimbursement for the direct expenses and losses that are additional for any emergency services incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident or any other emergency response on federal property under this agreement as provided in 44 CFR Part 151, Reimbursement for Costs of Firefighting on Federal Property.

### V.

#### TERMS OF AGREEMENT

- A. The terms of this Agreement shall be indefinite with yearly approvals from each Department, unless notice of termination is given by any of the Departments.
- B. Any Department has the right to terminate said Agreement upon sixty (60) days written notice to the other departments.
- C. The addition or deletion of Departments to or from this Agreement shall not affect the Agreement as to the remaining departments.
- D. No further obligations or liabilities shall be imposed after such termination.
- E. Each Department agrees to allow any other municipal, quasi-municipal, county or volunteer organization emergency services department to join in the Agreement after formal approval

by its governing body and notification of such action to each of the other parties to the Agreement.

- F. Each Department, who initially executes the Agreement, delegates to its Department, the authority to execute such amendments, as may be necessary in the future to accommodate the joining of the new parties to the Agreement, without charge of any other terms or conditions of the Agreement.

## VI.

### AGREEMENT MAINTENANCE

A yearly regularly scheduled review of this Agreement, specific operational procedures, procedures for resolving disagreements, developing possible changes to the Agreement, or any other action that will facilitate the intent of the Agreement, shall be done along the same time frame as the elections of officers for the VFD which is the second quarterly meeting date in April of each year.

## VII.

### AMENDMENTS

This Agreement can be amended or replaced by mutual consent of the parties.

## VIII.

### AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive between the requesting Departments, jurisdictions and any participating Departments. It is hereby understood that the agreement entered into hereunder and any corresponding Agreements shall not supplement existing mutual aid agreements nor deny the right of any party hereto to negotiate supplemental mutual aid agreements.

## VIII.

### COMPLIANCE WITH ALL APPLICABLE LAWS

The departments 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 Agreement.

## X.

### LEGAL CONSIDERATIONS

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- B. This agreement supersedes any and all other County wide mutual aid agreements, either oral or in writing between the departments hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.
- C. This Agreement shall become effective immediately upon that department's signing of said instrument.
- D. Venue for any proceeding under this agreement shall be in Tom Green County, Texas.

XI.

**LIABILITY**

- A. The Departments agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement hereto.
- B. It is expressly understood and agreed by the Departments that neither shall be held liable for the actions of the other Department or any of the other Department's members while in any manner furnishing services hereunder.

**NOW, THEREFORE, BE IT RESOLVED BY THIS AGREEMENT, IN CONSIDERATION OF THE MUTUAL COVENANTS BETWEEN TOM GREEN COUNTY AND OTHER VOLUNTEER FIRE DEPARTMENTS WITHIN TOM GREEN COUNTY, THE WATER VALLEY VOLUNTEER FIRE DEPARTMENT, INC. HEREBY AGREES, AND IN WITNESS THEREOF, EXECUTES THIS AGREEMENT, WITHIN THE CONCHO VALLEY REGION IN THE COUNTY OF TOM GREEN, STATE OF TEXAS ON THE DATE INDICATED BELOW:**

JC Schwaajsa  
Name (Print)

12-17-15, 2014  
Date

JC Schwaajsa  
Signature

Chief  
Title