

ID**6567****Department:**
Fire**Vendor Name:**
City of Mansfield - Fire Dept**Project Name:**
Auto Aide Agreement**Work Order Number(s):**
N/A**Account Number:**
N/A**Contract Amount:**
\$0.00**Implementation Date:**
10/1/2016**Termination Date:**
12/31/2999**City Council Appr. Date:****Insurer A Name:**
N/A**Insurer A Expiration:****Insurer B Name:****Insurer B Expiration:****Insurer C Name:****Insurer C Expiration:****Insurer D Name:****Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**
Chief Bill Murphy**Department Manager Signature:****Date:**

9-20-16

City Attorney Signature:**Date:****City Manager/Deputy City Manager Signature:****Date:****City Secretary Signature:****Date:**

THE STATE OF TEXAS §
 § Agreement For Automatic Fire Protection Aid
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this 1st day of October 2016, by and between the cities of Mansfield and Grand Prairie, Texas, being municipal corporations chartered under the Constitution and laws of the State of Texas, each acting through its authorized representatives.

WHEREAS, the cities of Mansfield and Grand Prairie (referred to as "the cities") desire to enter into an agreement for the automatic provision of fire protective services: and

WHEREAS, the Agreement is entered into pursuant to Subchapter A, Chapter 791, Texas Government Code; NOW THEREFORE,

It is agreed as follows:

I.
MUTUAL ASSISTANCE

- a) Upon the request of the Fire Chief or his designee of one of the cities to the fire department of another of the cities to respond to a fire emergency within the city limits of the requesting city, the requested city will respond with available firefighting equipment and personnel in aid of the requesting city to any point within reasonable distance of the city limits of the responding city. The Fire Chief or his designee, of the responding city, has the sole discretion to determine the availability of equipment and personnel.
- b) The Fire Chief of each city will designate the area outside the city's limits which is within a reasonable distance.
- c) If conditions exist within the responding city that prevent response outside its city limits, the Fire Chief or his designee shall immediately notify the fire department of the requesting city that no response can be made.

II.
PROCEDURES

A dispatch of firefighting equipment and personnel pursuant to this agreement is subject to the following procedures:

- a) A request for aid by street address shall specify the location by street address to which the equipment and personnel are to be dispatched.

- b) The responding city shall respond to the specified location and initiate action to mitigate the emergency or provide back up coverage if requested.
- c) A responding city shall be released by the requesting city when the services of the responding city are no longer required.

III. COMMON CITY LIMIT LINES

In areas where common city limit lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the city receiving the alarm will dispatch its firefighting equipment and personnel and notify the other affected city or cities of the alarm. If the emergency is not within the city limits of the responding city, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

IV. CLAIMS

Each city waives all claims against the other city for compensation 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 a claim results from the failure of the requesting city to accept responsibility required by Section 791.006, Texas Government Code.

V. COSTS

A responding city shall not be reimbursed by the requesting city for costs incurred in responding to an emergency pursuant to this agreement. Personnel who perform duties pursuant to this agreement shall receive the same wage, salary, pension, injury or death benefits, worker's compensation benefits, payment of expenses, and all other compensation and rights for the performance of those duties, as they would have received for their regular duties in the service of the city by which they are employed. Each city shall be solely responsible for the payment of its costs associated with providing firefighting equipment and personnel under this agreement.

VI. SUPERVISION

The equipment and personnel of a responding city shall be under the control and supervision of employees of the responding city during a response pursuant to this agreement.

VII. LIABILITY

In accordance with Section 791.006 of the Texas Government Code, the requesting city is responsible for any civil liability that arises from the furnishing of firefighting services pursuant to this agreement.

VIII. TERMINATION AND REMOVAL

Each city has the right to terminate its participation in this agreement with ninety (90) days written notice to the other cities. Additional cities may become parties to this agreement, and an existing party may be removed as a party upon the vote of a majority of the governing bodies of the other cities.

IX. PRIOR COMMITMENTS

This agreement contains all commitment and agreements of the cities regarding automatic fire protection aid, and no other prior oral or written commitment shall have any force or effect. Notwithstanding the preceding sentence, it is understood that certain signatory cities may have contracted or may contract in the future with each other for total fire protection services, and it is agreed that this agreement shall not affect those contracts.

X. VENUE

Each party agrees that if legal action is brought under this agreement, exclusive venue shall lie in Tarrant County, Texas.

XI. BENEFITS

When an employee or volunteer of the responding city is performing duties under the terms of this agreement, that person is considered to be acting in the line of duty or performance of duties for the purposes of 42 U.S.C.A., Section 3796; Chapter 615, Texas Government Code and Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty.

XII. SEVERABILITY

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, and this agreement shall

be construed as if the invalid, illegal or unenforceable provision had never been contained in the agreement.

XIII.
AUTHORIZATION

This agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

EXECUTED this ____ day of _____, 20____, at Tarrant County, Texas.

CITY OF GRAND PRAIRIE, TEXAS

BY _____
Mayor Ron Jensen

ATTEST:

City Secretary

APPROVED AS TO FORM:
City Attorney

BY _____

CITY OF MANSFIELD, TEXAS

BY: _____
DAVID L. COOK
MAYOR

ATTEST

JEANNE HEARD, City Secretary

APPROVED AS TO FORM:
BILL LANE, Attorney City of Mansfield

BY: _____