

**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE
TRAINING**

Pursuant to the Texas Interlocal Cooperation Act this AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE TRAINING (this "Agreement") is entered into as of the Effective Date (defined herein) by, between and among the political subdivisions and participating non-profit corporations or entities that are named as signatories to this Agreement below, each of which are hereinafter referred to, individually, as a "Party", or collectively, as the "Parties" for the purpose of securing to each the benefits of mutual aid in fire protection, emergency medical services ("EMS"), cooperative training, back-filling when necessary, and/or fire origin and cause determination and investigation.

It is agreed that:

- 1) The term of this Agreement shall commence on the Effective Date as provided below and shall end on December 31, 2030, and shall automatically renew annually except as to any party that provides at least 90 days written notice of termination to the other parties. Any notice of termination by one party does not terminate the agreement between the remaining parties that have not also provided a written notice of termination.
- 2) Upon request to an official of the Responding Department by an official of the Requesting Department, firefighting, hazardous materials response, rescue equipment and personnel, fire origin and cause determination and investigation, and/or emergency medical services equipment and personnel of the Responding Department, either paid or volunteer, will be dispatched to any point within the jurisdiction of the Requesting Department as designated by the official of the Requesting Department, to the extent any such requested units are available to the Responding Department for response hereunder.
- 3) Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a) Any request for aid hereunder shall include a statement of the amount and type of equipment, number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and personnel to be furnished shall be determined by an official of the Responding Department.
 - b) All Responding and Requesting Departments will implement and use the National Incident Management System ("NIMS") on all incidents involving mutual aid.

c) The Responding Department shall report to the Incident Commander of the Requesting Department at the location to which equipment and personnel are dispatched and shall be subject to orders of that official.

d) The Responding Department shall be released by the Requesting Department when the services of the Responding Department are no longer required or when the Responding Department, in its sole determination, is needed within the area for which it normally provides emergency services.

e) The Responding Department is responsible for any equipment owned and provided by the Responding Department. The Responding Department further agrees to waive any claim for damage, including costs of maintenance that might be necessary due to the use of equipment during an incident.

4) Each party to this agreement that pays for the performance of government functions or services must make those payments from current revenues available to the paying party. No party to this Agreement shall be reimbursed by any other party to this Agreement for any costs incurred by any party pursuant to this Agreement for the first twelve-hour operational period, unless there is a collection of service fees associated with the incident in which case the Responding Agency may be reimbursed on a pro rata share of the collection of service fees. Nothing in this Agreement shall preclude or prevent any party performing under this Agreement from receiving reimbursement, payment, or other compensation for responding under this Agreement from third parties as allowed by applicable statute, law, rule, or regulation and regardless of the operational phase of the incident, or in the event of a declared disaster or as otherwise allowed by applicable statute, law, rule, or regulation from local, county, state, or federal agencies or entities. It is understood and agreed that no reimbursement or other payments are due from the Requesting Department to the Responding Department under this Agreement for the first operational period only, the first operational period being herein defined as the first 12 hours the Responding Department is responding to the designated location, performing services at the designated location, or returning from the designated location of the Requesting Department. After the first operational period, and for each successive operational period thereafter, the Requesting Department shall reimburse or pay the Responding Department for services provided hereunder in accordance with FEMA's Schedule of Equipment Rates in effect at the time the services were rendered.

5) Two or more parties to this Agreement may, from time to time, agree to conduct joint training exercises, educational programs or similar activities concerning fire protection, hazardous materials response, rescue, emergency medical services or other related services as they deem necessary or appropriate. Except as otherwise agreed by the parties at the time of entering into such an agreement, the allocation of costs, risk and liability for injury to persons or damage to property associated with such activities shall be governed by this Agreement.

6) All equipment used by a participating party while participating in any activity under this Agreement will, at the time of action, be owned by it or authorized for its use, and all personnel acting for the participating party will, at the time of such action, be an authorized employee, agent, or volunteer of that Department.

7) It is expressly understood and agreed that each party, at the time of participating in any activity under this Agreement is solely responsible for its actions and the actions of its employees, agents, or volunteers acting hereunder. It is the intent of this Agreement that each party is only responsible for its acts or omissions and not the acts or omissions of the other department, its employees, agents or volunteers, and each agrees, to the extent permitted by law, to indemnify and hold harmless the other, for any costs and expenses, as necessary, including reasonable attorney's fees and costs of litigation, to enforce the intent hereof in the event of any claims or litigation in relation to any activities undertaken by the party under this Agreement. Specifically citing Texas Government Code Section 791.006 (a-1), the Parties agree that, for purposes of determining civil liability for non-Party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the Party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual Party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorney's fees resulting from any such claim or lawsuit. The Parties agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code. This section does not waive, add to, or change the immunities or limitations on liability available to any party hereto under the Texas Tort Claims Act or other applicable statute, law, rule, or regulation.

8) It is expressly understood and agreed that pursuant to the Texas Tort Claims Act, and other applicable statutes, laws, rules, or regulations, any Requesting Department will not be held liable for the actions or omissions of any Responding Department or its employees, agents, or volunteers while the Responding Department is engaged in providing requested service outside its jurisdiction at the request of a Requesting Department hereunder. Similarly, no party will be held liable for the actions or omissions of any other party or its employees, agents, or volunteers while participating in any other joint activities under this Agreement. The payment of any and all civil or other liability, including the payment of reasonable attorney's fees and costs of litigation, resulting from the furnishing of services or participation in any activities under this Agreement is the responsibility of the individual or entity performing such acts to the fullest extent allowed by law.

9) Each party shall be responsible for injuries or death to its employees, agents, and volunteers while performing services or participating in any activities under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees, agents, or volunteers while performing

services or participating in activities under this Agreement. An employee, agent, or volunteer shall be deemed to be performing services or participating in an activity hereunder when enroute to, enroute from, or at the scene of a call, emergency, or the provisions of emergency services hereunder. The parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services or participating in any joint activity in accordance with this Agreement, shall be the act of the party for which the person is an employee, agent, or volunteer. The payment of any and all civil or other liability, including the payment of reasonable attorney's fees and costs of litigation, resulting from the furnishing of services or participation in any joint activity under this Agreement is the responsibility of the individual party performing such acts. The parties agree that the assignment of liability described in this paragraph is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

10) It is expressly understood and agreed that in the execution of this Agreement and contract, no party waives, nor shall be deemed hereby to waive, any right, immunity, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions or otherwise arising hereunder.

11) If for any reason any party is unable to carry out the terms of this Agreement or it would become unduly burdensome for any party to continue performing this Agreement, that party shall have the option to terminate this Agreement upon 90 days written notice to the officials and at the headquarters of the other parties. Any notice of termination by one party does not terminate the agreement among the remaining parties that have not also provided a written notice of termination.

12) If for any reason any one or more of the paragraphs of this Agreement are held invalid, such holding shall not affect, impair, or invalidate the remaining paragraphs of this Agreement, but shall be confined in its operations to the specific sections, clauses, or parts of the Agreement held invalid, and the invalidity of any section, sentence, clause, or parts of this Agreement.

13) This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding. This Agreement can be amended provided that the amendment is in writing and signed by all parties.

EXECUTED by the parties with the initial effective date of this Agreement being the date the first two parties have signed this Agreement. Thereafter, this Agreement will be effective as to any additional parties as of the date such parties sign the Agreement, each of such dates being the "Effective Date" as to the Parties having signed the Agreement.

[NAME OF ENTITY]

By: _____
[Name and title]

Date: _____

[OTHER SIGNATURES TO BE ADDED]