

AUTOMATIC MUTUAL-AID AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Automatic Mutual-Aid Agreement is entered into by and between the Kemah Fire Department (hereinafter “KFD”) and the CITY OF LEAGUE CITY (hereinafter “LCFD”), both parties are forms of government duly organized and existing under the laws of the State of Texas. The purpose of this Agreement is to secure the benefits of automatic mutual aid between KFD and LCFD in the protection of life and property from structure fires. Both parties consider this automatic mutual aid in fire protection and emergency rescue beneficial to KFD and LCFD.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be for one (1) calendar year and renew automatically each successive year thereafter unless terminated earlier as provided herein.
2. **SCOPE OF SERVICES.** Upon request made by a Requesting Fire Department or by a prearranged response procedure on file with the appropriate dispatch agency the Responding Fire Department shall dispatch firefighting and rescue equipment and personnel, when available, to any point within the jurisdiction of the Requesting Fire Department either designated by the Requesting Fire Department or by prearranged response procedures provided, however, that the personnel or equipment requested are not otherwise required within the jurisdiction of the Responding Fire Department as determined by the fire chief or designated supervisory personnel of the Responding Fire Department. See the prearranged response areas in ATTACHMENT A.
3. **CONDITIONS TO AUTOMATIC AID.** Dispatch of firefighting and rescue equipment, as well as personnel pursuant to this Agreement is subject to the following conditions:
 - (a) the response effort must be organized and function in accordance with the National Incident Management System guidelines;
 - (b) the personnel, equipment, and resources of the Responding Fire Department being utilized in the response effort are under the operational control of the Requesting Fire Department;
 - (c) direct supervision and control of personnel, equipment, and resources, as well as personnel accountability remain the responsibility of the designated supervisory personnel of the Responding Fire Department;
 - (d) the designated supervisory personnel of the Responding Fire Department shall:
 - (1) maintain daily personnel time records, material records, and a log of equipment hour;
 - (2) be responsible for the operation and maintenance of the equipment and

other resources furnished by the Responding Fire Department; and (3) report work progress to the Requesting Fire Department; and

- (e) the Responding Fire Department's personnel and other resources are subject to recall at any time within reasonable notice through chain of command given to the Requesting Fire Department.

4. **COMPENSATION.**

- (a) If Responding Fire Department's mutual-aid assistance exceeds twelve (12) consecutive hours, the Requesting Fire Department shall reimburse the Responding Fire Department for its actual costs, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, and lodging upon receipt of their reimbursement request.
- (b) The Requesting Fire Department shall pay the Responding Fire Department's reimbursement request from available funds. If federal funds are available to pay costs associated with the provision of mutual-aid assistance, the Requesting Fire Department shall make the claim for the actual costs of the Responding Fire Department on the Requesting Fire Department's sub-grant application. The Requesting Fire Department shall timely disburse the proportionate share of federal funds to the Responding Fire Department in payment of its reimbursement request.

5. **LIABILITY.**

- (a) The parties agree that the acts of any person or persons while fighting fires or providing rescue services, traveling to or from fires or the emergency scene, or in any manner furnishing services in accordance with this Agreement or supplement hereto shall be considered as the act of the Requesting Fire Department in all respects, notwithstanding that such person or persons may be regular employees or volunteer members of the Responding Fire Department, as appropriate. The payment of any and all civil liability resulting from the furnishing of services under this Agreement is the responsibility of the Requesting Fire Department to the extent permissible by law. This shall specifically include, but not be limited to, the payment of all court costs and attorneys' fees resulting from litigation.
- (b) It is expressly understood and agreed that the parties to this Agreement shall not be held liable to one another for the actions of any of its employees or volunteer members while in any manner furnishing services hereunder.

6. **IMMUNITY OR DEFENSE.** It is expressly understood and agreed that, by the execution of this Agreement, no party hereto is waiving, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it or its members against claims arising in the exercise of its functions or activities.

7. **TERMINATION BY ANY PARTY.** If for any reason any party to this Agreement is unable or unwilling to carry out the terms of this Agreement or it becomes unduly burdensome for any party to continue participating under this Agreement, each party shall have the option to terminate this Agreement upon thirty (30) days' written notice forwarded

to the other party via certified mail, return receipt requested with appropriate postage affixed thereto and mailed to the following address:

KEMAH on behalf of KFD:

Brent Hahn, Fire Chief
905 TX 146
Kemah, TX 77565

LEAGUE CITY on behalf of LCFD:

John Baumgartner, City Manager
300 West Walker Street
League City, TX 77573

8. **SEVERABILITY.** If, for any reason, any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remainder of the Agreement but shall be confined in its operation to the specific provision of this Agreement held invalid, and the invalidity of any provision of this Agreement in any one or more instances shall not affect or prejudice in any way the validity of this Agreement in any other instance.
9. **EFFECTIVE DATE.** This Agreement shall commence on the date of the last signature hereto. This Agreement supersedes any other mutual-aid agreement or other arrangement existing between the parties.

CITY OF LEAGUE CITY, TEXAS

KEMAH FIRE DEPARTMENT

John Baumgartner, City Manager

Brent Hahn, Fire Chief

Date

Date

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

ATTACHMENT A

When resources are available, it is agreed between the parties that the KFD will respond automatically to all structure fires in League City in the service areas labeled as “LF 12” and “LF 13” on the map below. In return, the LCFD will automatically respond to structure fires in the areas served by KFD as resources allow.

