

MUTUAL AID FIRE PROTECTION & AGREEMENT

THE STATE OF TEXAS §

HARRIS COUNTY §

This Agreement is made and entered into by and between the “Entities”, as described in Section IX Definitions, of Harris County, and adjoining “Entities, (hereinafter referred to as the “Parties”) that have signed this Agreement.

Whereas, the undersigned Parties desire to enter into a mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties in this mutual aid agreement on an as requested basis.

Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, it is hereby AGREED as follows:

I. Scope of Services

A. During the term of this Agreement, the Parties agree to provide upon request such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or 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 Parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Requests for mutual aid made

pursuant to this Agreement shall be made by and to the respective Fire Chiefs or Chief Fire Safety Officers or their designated representatives.

B. The Parties agree that a request will only be made when an emergency occurs in their jurisdiction that cannot be handled by the resources of that jurisdiction and is beyond the requesting party's capabilities.

C. The Parties agree:

- a. to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction;
- b. to maintain 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 other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to the requesting department.

D. In the event a local, state or national emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective parties to claim local, state and/or federal funds or reimbursements.

E. Notwithstanding Subsection I.A. of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds twelve (12) consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first twelve (12) hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that,

in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed twelve (12) consecutive hours or (b) for assistance provided during the initial twelve (12) hours of the response.

F. Nothing herein shall be construed as a warranty or guaranty of response, whether in terms of there being appropriate assets available or sufficient personnel being available to respond.

II. Direction and Control

The requested fire service company(s) or task force(s), [as defined in Section IX Definitions], shall be under the direction and control of their own company officer or task force leader. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer or task force leader will report to the Command Post [as defined in Section IX, Definitions] of the Incident Commander [as defined in Section IX, Definitions] of the requesting department and will make himself/herself and the company or task force for which they are responsible available for service. The Incident Commander 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. Equipment and Consumable Resources

A. The condition of the equipment must be the sole responsibility of its owner. Except as

provided by Section I.D. above, if the equipment is damaged or destroyed during the Incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner, and the requesting party will never be responsible for damage to equipment, injury to persons or for the actions of the responding party.

B. Except as provided by Section I.D. above, any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.

C. In the event the incident receives a Disaster Declaration from State or Federal authority, the requesting party shall make the claim to include the actual cost involved of responding parties on the requesting party sub-grant application. The requesting party shall disburse the proportionate share of state/federal funds to responding parties in a timely manner.

IV. Term of Agreement

The term of this Agreement shall be for one (1) year with recurring annual renewals for one (1) year each unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties. The addition or deletion of departments to or from this Agreement shall not affect the Agreement as to the remaining Parties.

V. Amendments

This Agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of

the Parties have been invited to attend. The Amendment will not be effective to any party who does not agree.

VI.
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.

VII.
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. Venue for any proceeding under this Agreement shall be in Harris County, Texas.
- C. This Agreement shall become effective upon each Party's signing of said instrument.
- D. This Agreement supersedes and replaces all previous Harris County Fire Fighter Association (HCFFA) Mutual Aid Agreements as between any two Parties to this Agreement ninety (90) days after execution of this Agreement by those same Parties. This Agreement also supersedes and replaces any and all previous mutual aid agreements and/or any other similar agreements of assistance between any two or more Parties to this Agreement upon the execution of this Agreement by those same Parties.

VIII. Liability

A. The Parties agree that except with respect to the matter of reimbursement as otherwise provided for in this Agreement, 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 thereto.

B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

IX. Definitions

A. **Entities** – Any Emergency Services Provider that is fire based or 9-1-1 initiated. These would include, but not limited to fire departments, 9-1-1 EMS services, and certain Emergency Service Districts (ESD), cities.

B. **Task Force** – A group of any type or kind of resource, with communications and a leader, temporarily assembled for a specific mission (not to exceed five [5] resources).

C. **Incident Command Post (ICP)** – The field location at which the primary tactical - level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.

D. **Incident Commander (IC)** – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The

IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

Entity Authorized Representative Signature

Aldine Volunteer Fire Department _____

H. C. E.S.D. # 24 _____

H. C. E.S.D. # 46 (Atascocita FD) _____

Baytown Fire & Rescue _____

H. C. E.S.D. #75 (for approval only) _____

Bellaire Fire Department _____

Champions Fire Department _____

H. C. E.S.D. # 29 _____

Channelview Fire Department _____

H. C. E.S.D. # 50 _____

City of Jersey Village Fire Department _____

Cloverleaf Fire Department _____

H. C. E.S.D. # 12 _____

Community Volunteer Fire Department _____

H. C. E.S.D. # 100 (for approval only) _____

Crosby Volunteer Fire Department _____

H. C. E.S.D. # 80 (for approval only) _____

(Crosby area) H. C. E S. D. #5 _____

Cy Fair Volunteer Fire Department _____

H. C. E.S.D. # 9 (for approval only) _____

Cypress Creek EMS _____

H. C. E.S.D. # 11 (for approval only) _____

Cypress Creek Volunteer Fire Department _____

H. C. E.S.D. # 13 (for approval only) _____

Deer Park Volunteer Fire Department _____

H. C. E.S.D. # 10 (Eastex FD) _____

Ellington Field Fire Department _____

Forest Bend Volunteer Fire Department _____

H. C. M.U.D. # 55 _____

Friendswood Volunteer Fire Department _____

Galena Park Volunteer Fire Department _____

Harris County Emergency Corps _____

Highlands Volunteer Fire Department _____

H. C. E.S.D. # 14 _____

Houston Fire Department _____

Huffman Volunteer Fire Department _____

H. C. E.S.D. # 4 (for approval only) _____

Humble Fire Department _____

Jacinto City Volunteer Fire Department _____

Katy Fire Department _____

Klein Volunteer Fire Department _____

H. C. E.S.D. # 16 (for approval only) _____

LaPorte Volunteer Fire Department _____

League City Volunteer Fire Department _____

Little York Volunteer Fire Department _____

H. C. E.S.D. # 17 _____

Missouri City Fire Department _____

Nassau Bay Volunteer Fire Department _____

Northwest Rural EMS _____

H. C. E.S.D. # 8 (for approval only) _____

Northwest Volunteer Fire Department _____

H. C. E.S.D. # 20 _____

Pasadena Volunteer Fire Department _____

Pearland Volunteer Fire Department _____

Ponderosa Volunteer Fire Department _____

H. C. E.S.D. # 28 (for approval only) _____

Port of Houston Fire Department _____

Rosehill Volunteer Fire Department _____

H. C. E.S.D. #3 (for approval only) _____

H. C. E.S.D. #21 (for approval only) _____

Seabrook Volunteer Fire Department _____

Sheldon Community Volunteer Fire Department _____

H. C. E.S.D. # 60 _____

South Houston Volunteer Fire Department _____

Southeast Volunteer Fire Department _____

Clearbrook City MUD _____

Southside Place Fire Department _____

Spring Volunteer Fire Department _____

H. C. E.S.D. # 7 (for approval only) _____

Stafford Fire Department _____

Tomball Fire Department _____

H. C. E.S.D. # 15 (for approval only) _____

Tri-County Volunteer Fire Department _____

Waller / H. C. E.S.D. # 200 (for approval only) _____

Village Fire Department _____

Waller Volunteer Fire Department _____

Waller / H. C. E.S.D. # 200 (for approval only) _____

Webster Volunteer Fire Department _____

H. C. E.S.D. # 48 Fire Department _____

West University Place Fire Department _____

Westfield Volunteer Fire Department _____

H. C. E.S.D. # 25 (for approval only) _____

Westlake Volunteer Fire Department _____

H. C. E.S.D. # 47 _____

This Agreement may be executed in duplicate counterparts with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

By: _____
Mayor

APPROVED:

COUNTERSIGNED BY:

Chief, Fire Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Assistant City Attorney
