

RESOLUTION NO. 16-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A FIREFIGHTING MUTUAL AID ASSISTANCE AGREEMENT BETWEEN THE CITY OF MESQUITE, THE CITY OF FORNEY AND KAUFMAN COUNTY, TEXAS EMERGENCY SERVICES DISTRICT #6, FOR THE PURPOSE OF PROVIDING AND RECEIVING FIREFIGHTING ASSISTANCE.

WHEREAS, the City of Mesquite, the City of Forney and Kaufman County, Texas Emergency Services District #6 (hereinafter referred to collectively as the "Parties"), desire to augment the fire protection available in their various establishments, districts, agencies and municipalities in the event of large fires or conflagration; and

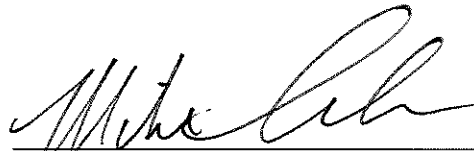
WHEREAS, it is the policy of the Fire Departments of the Parties and their governing bodies to enact such agreements for the fire protection of their citizens; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the Mayor is hereby authorized to execute the Firefighting Mutual Aid Assistance Agreement between the City of Mesquite, the City of Forney and Kaufman County, Texas Emergency Services District #6, attached hereto as Exhibit "A."

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of April, 2007.



Mike Anderson
Mayor

ATTEST:

APPROVED:



Judy Womack
City Secretary



B. J. Smith
City Attorney

Firefighting Mutual Aid Assistance Agreement

The City of Mesquite, Texas and the City of Forney, Texas and
Kaufman County, Texas Emergency Services District #6

This **Mutual Aid Assistance Agreement** herein after referred to as "Agreement" is entered into by, between, and among the City of Mesquite, Texas, the City of Forney, Texas, and the Kaufman County Emergency Services District No. six (6) herein after referred to collectively as, "the Parties".

This Agreement made and entered into this 15 day of May 2007, by and between the undersigned chief elected officials of the City of Mesquite, Texas the City of Forney, Texas and the Kaufman County Emergency Services District No. six (6).

Witnessed:

Whereas, each of the parties hereto maintains equipment and personnel for the suppression of fires within its own jurisdiction and areas, and

Whereas, the parties hereto desire to augment the fire protection available in their various establishments, districts, agencies, and municipalities in the event of large fires or conflagration, and

Whereas, the lands or districts of the parties hereto are adjacent or continuous so that mutual aid assistance in a fire emergency is deemed feasible, and

Whereas, it is the policy of the Fire Departments in Mesquite, Forney, Kaufman County ESD #6 and their governing bodies to enact such agreements whenever practical, and

Whereas, it is mutually deemed sound, desirable, practical, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

Therefore be it agreed that:

1. Whenever it is deemed advisable by the senior officers of a fire department belonging to a party of this agreement, or by the senior officer of any such fire department actually present at any fire, to request fire fighting assistance under the terms of this agreement, he/she is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following action:
 - a. Immediately determine if apparatus and personnel can be spared in response to the call.
 - b. Determine what apparatus and personnel might effectively be dispatched.
 - c. The exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the technical heads of the fire departments involved.

- d. Forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the call should be sent, with complete instructions as to the mission in accordance with the terms of this agreement.
2. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the party requesting service if, for any reason, assistance cannot be rendered.
3. Each party to this agreement waives all claims against the other party or parties for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.
4. All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Assisting Party for the first forty-eight (48) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid by the Assisting Party and reimbursed by the Requesting Party at actual cost. Requests for reimbursement must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such requests shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each.
5. The technical head of the fire department of the requesting service shall assume full charge of the operations, but if he/she specifically requests a senior officer of a fire department furnishing assistance to assume command, he/she shall not by relinquishing command, be relieved of his/her responsibility for the operation; provided that the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior officer of the fire department rendering assistance.
 - a. It is agreed that both agencies will use the National Incident Management System (NIMS) and the Incident Command System (ICS) in the management of incidents in which there is a joint response.
 - b. Nothing in this agreement will preclude an officer operating in a jurisdiction not his/her own from requesting additional resources as appropriate from the jurisdiction in whose jurisdiction the emergency is occurring.
6. The chief fire officers and personnel of the fire department of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each others activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
7. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by signatory parties.
 - a. Additionally, the technical heads of the fire departments of the parties to this

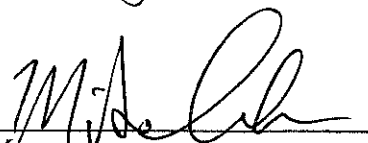
agreement are authorized to develop and implement an automatic assistance agreement as deemed necessary on the basis of response time and available access to specified response areas as intended to allow for the closest possible unit to the emergency scene regardless of municipal affiliation. Such agreements shall become effective upon ratification by signatory parties.

8. This agreement shall become effective upon the date hereof and shall remain in full effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ten (10) days notice of said cancellation.

9. **Miscellaneous:**

- a. This agreement is to furnish or obtain fire protection services and the governmental unit that would have been responsible for furnishing the services in the absence of this contract is responsible for any civil liability that arises from the furnishing of those services.
- b. The execution of this agreement has been authorized by the governing body of each party to the agreement.
- c. Each party paying for the performance of the functions or services contemplated by this agreement must make those payments from current revenues available to the paying party.
- d. The provisions of this agreement shall be reviewed annually, at least thirty (30) days prior to the anniversary date, by the governing body of each party to this agreement.
- e. The law of the requesting party will apply for the performance of a service under this agreement.

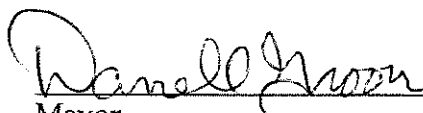
Witness whereof, the parties hereto have executed this agreement on the 15 day of May 2007.



Mayor
City of Mesquite, TX

4/16/2007

Date



Mayor
City of Forney, TX

4/1/07

Date



President
Kaufman County ESD #6

5/10/07

Date