

THE STATE OF TEXAS
COUNTY OF DELTA

**AGREEMENT FOR MUTUAL AID
FOR FIRE PROTECTION**

This agreement among the Cooper Volunteer Fire Department, Delta County ESD (hereinafter, the CVFD), and the Hopkins County Fire Department (HCFD) is for the purpose of securing to each the benefits of mutual aid in fire prevention, in the protection of life and property from fire and in firefighting, rescue and medical activities. In order to receive the considerations recited above, it is agreed that:

I. Term

The term of this agreement shall be continuous until superseded by agreed upon future mutual aid agreements.

II. Scope of Service

Upon the request to the responding agency by the requesting agency or by a pre-arranged response procedure on file at the appropriate dispatch agency, firefighting, rescue and medical equipment and personnel will be dispatched to any point within the jurisdiction of the requesting agency, designated either by the requesting agency or by prearranged response procedures.

III. Service Areas

It is agreed between the CVFD and HCFD that the CVFD firefighting, rescue and medical services extend only to the area served by HCFD, and likewise HCFD will extend services only to the area served by the CVFD.

IV. Conditions

Any dispatch of fire fighting, rescue or medical equipment and personnel pursuant to this agreement is subject to the following conditions:

1. Any request for mutual aid hereunder shall include a statement of the amount and type of equipment and the 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 number of personnel, if any, to be furnished shall be determined by the responding Agency. Predetermined response protocols can supersede the above.
2. The responding agency shall report to the Incident Commander, or his/her designee of the requesting agency, at the location to which the equipment and personnel are dispatched, and shall be subject to the orders of the Incident Commander or his/her designee. Provided however, that the Officer in Charge of the equipment and personnel of the

responding agency shall be responsible for operating within the established policies and procedures of the responding agency.

3. The mutual aid rendered under the terms of this agreement shall include firefighting services, rescue services and/or Emergency Medical Services.
4. The responding agency shall be released as soon as feasible by the requesting agency when the services of the responding agency are no longer required.
5. The agency shall have a statement in their Standard Operation Guidelines to indicate a standing order to all members of the agency ordering them to take appropriate actions consistent with the exposure to loss until such time as dispatch is accomplished. For example: a member discovers a fire and takes immediate action and is injured. (This particular clause is a requirement for the Federal Public Safety Officers Benefit Program, and must be in written SOG's to qualify for the program.)

V. Level of Performance

Each agency shall provide each to the other, the following levels of service, type of certifications and documentation. These requirements are to be provided immediately upon request.

1. The following amount of personnel to be sent on particular types of apparatus is **DESIRED**, so that the apparatus can function to its maximum capacity.
 - a) Boosters, Grass trucks and Tankers/Tenders to have a minimum of two (2) personnel per apparatus.
 - b) Pumpers, Rescues and Aerials to have a minimum of three (3) personnel per apparatus. Tankers/Tenders that are operating as Pumpers will require the personnel as defined for a Pumper.
 - c) EMS transport vehicles shall meet all Texas requirements for staffing.
2. Each agency should be recognized by the State Fire Marshal, or by their respective County Fire Marshal, if so applicable, as being the agency having jurisdiction in their specific response area.
3. The agency should be a member in good standing in their respective County and local area Firefighters Associations.
4. The agency, when requested to send medical equipment and/or personnel, shall send only personnel with current Texas Department of State Health Services medical certifications.
5. The agency must carry sufficient insurance coverage on their personnel and equipment, including coverage for damage to other equipment and personnel through error or omission.

VI. Compensation

A party to this Agreement shall not be reimbursed or compensated by the other party for any costs incurred pursuant to this Agreement except as provided by law, applicable regulations, or upon agreement between the parties hereto.

VII. Equipment and Personnel

All equipment used by the CVFD and HCFD in carrying out this Agreement, will be owned by each Party, under contract to, or available under authorization by an appropriate Agency. HCFD personnel under this Agreement will be members/employees of HCFD or others as authorized acting in the capacity as a member/employee of HCFD. All personnel acting for the CVFD under this Agreement will be members/employees of the CVFD or others as authorized acting in the capacity as a member/employee of the CVFD.

VIII. Liability

1. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing 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 hereto.
2. 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. Immunity or Defense

It is expressly understood and agreed that, by the execution of this Agreement, neither the CVFD nor the HCFD waives, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it or its members/employees against claims arising in the exercise of its functions and activities.

X. Termination by any Party

If for any reason either party to this Agreement is unable or unwilling to carry out the terms of this Agreement, or it would become unduly burdensome for that party to continue performing this Agreement, that party shall have the option to terminate this Agreement upon thirty (30) days written notice to the other party at the headquarters or business address of the other party.

XI. Severability

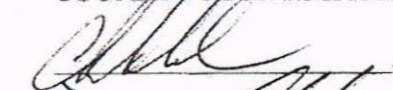
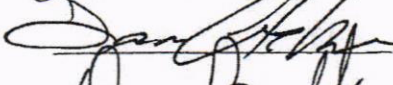
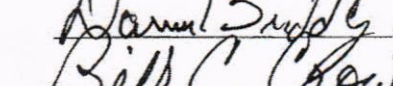
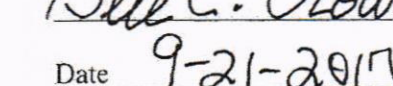
If for any reason any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remainder of the Agreement but shall be confined in its operation to the specific provision of this Agreement held invalid, and

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.

XII. Effective Date


This Agreement is effective the date of the last signature hereto. This Agreement may complement any other Mutual Aid Agreement or arrangements between the parties hereto:

COOPER VOLUNTEER FIRE DEPARTMENT, DELTA COUNTY ESD:

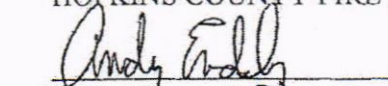
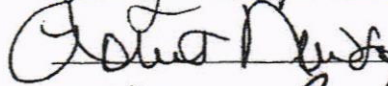
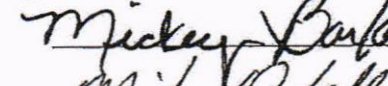
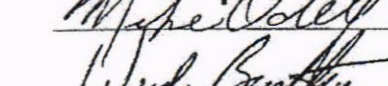
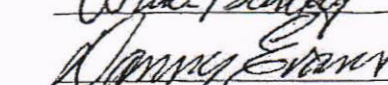
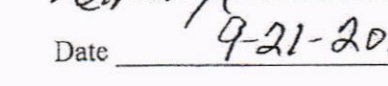
 CHUCK TOLES, FIRE CHIEF
 TANNER CRUTCHER, ASSISTANT FIRE CHIEF
 DARREN BRADDY, MAYOR
 BILL CROW, ESD PRESIDENT

Date 9-21-2017

ATTEST:

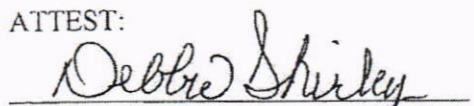

City Secretary

HOPKINS COUNTY FIRE DEPARTMENT:

 ANDY ENDSLEY, FIRE CHIEF
 ROBERT NEWSOM, COUNTY JUDGE
 MICKEY BARKER, PCT 1 COMMISSIONER
 MIKE ODELL, PCT 2 COMMISSIONER
 WADE BARTLEY, PCT 3 COMMISSIONER
 DANNY EVANS, PCT 4 COMMISSIONER

Date 9-21-2017

ATTEST:


Debbie Shirley, Hopkins County Clerk