

RESOLUTION NO. 17- 34

A RESOLUTION ADOPTING A MUTUAL AID FIRE PROTECTION AGREEMENT WITH THE CITY OF COOPER; GRANTING AUTHORITY TO THE MAYOR TO EXECUTE SAID RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE MAYOR'S SIGNATURE TO SAID RESOLUTION, AND AUTHORIZING CITY MANAGER TO EXECUTE THE AGREEMENT WITH COOPER AND ALL OTHER INSTRUMENTS REQUISITE IN IMPLEMENTING SAID RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE CITY MANAGER'S SIGNATURE TO THE AGREEMENT AND ANY INSTRUMENTS REQUISITE IN IMPLEMENTING SAID RESOLUTION.

A regular meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall, on the 19th day of September, 2017, at 6:00 p.m.; a majority of council members being present and constituting a quorum, the following resolution was adopted:

WHEREAS, the City of Cooper, State of Texas, desires to enter into a mutual aide agreement with the City of Commerce, and in connection therewith has submitted an agreement to said City of Commerce for its consideration, a copy of which is attached hereto marked Exhibit "A" and made a part hereof as if copied herein verbatim;

AND WHEREAS, after careful deliberation by the City Council of the City of Commerce, it is deemed to be in the best interest and general welfare of the City of Commerce, that said agreement be approved;

AND WHEREAS, the agreement marked Exhibit "A" attached hereto and made a part hereof, between the City of Cooper, and the City of Commerce for mutual aid firefighting services, be approved and accepted and is hereby approved and accepted in all respects.

THEREFORE BE IT RESOLVED, that the Mayor of the City of Commerce, Texas, be and he is hereby authorized to execute said resolution;

BE IT FURTHER RESOLVED, that the City Secretary of the City of Commerce, be and she is hereby authorized to attest to the signature of the Mayor to said resolution;

BE IT FURTHER RESOLVED, that the City Manager of the City of Commerce, be and he is hereby authorized to execute the agreement and all instruments requisite in implementing said resolution;

BE IT FURTHER RESOLVED, that the City Secretary be and she is hereby authorized to attest to the signature of the City Manager to any and all instruments requisite in implementing said resolution;

PASSED BY THE GOVERNING BODY of the City of Commerce, Texas, at a regular meeting of the City Council of the City of Commerce, Texas, on the 19th day of September, 2017.

CITY OF COMMERCE, TEXAS


Wyman Williams, Mayor

ATTEST:


Molly Jacobsen, City Secretary
City of Commerce, Texas

(seal)

APPROVED AS TO FORM:


Jay Garrett, City Attorney

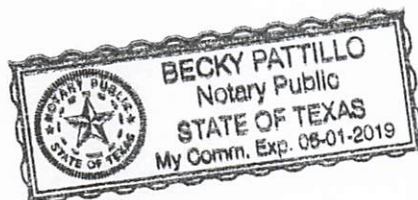
I, Molly Jacobsen, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a Resolution, and that the same has not been repealed and is in full force and effect.

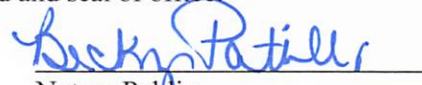
(seal)


City Secretary
City of Commerce, Texas

Sworn to and subscribed before me, on this the 28th day of September, 2017, to certify which witness my hand and seal of office.

(seal)




Notary Public
State of Texas

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 City of Commerce Fire Department (CFD) 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 pre--arranged response procedures.

III. Service Areas

It is agreed between the CVFD and CFD, that the CVFD firefighting, rescue and medical services extend only to the area served by CFD, and likewise CFD 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. Pre--determined 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 policy manual (SOG's) 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 CFD in carrying out this Agreement, will be owned by each Party, under contract to, or available under authorization by an appropriate Agency. CFD personnel under this Agreement will be members/employees of CFD or others as authorized acting in the capacity as a member/employee of CFD. 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 CFD 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 _____

CITY OF COMMERCE FIRE DEPARTMENT:

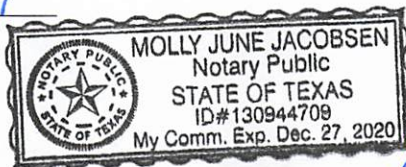
Chris Bassham, CHRIS BASSHAM, FIRE CHIEF

J. Darrek Ferrell, DARREK FERRELL, CITY MANAGER

Wyman Williams, WYMAN WILLIAMS, MAYOR

Date 9/28/2017

STATE OF TEXAS
COUNTY OF DELTA



Notary Public in and for Hunt County, Texas

Molly June Jacobsen

com. expires
12/27/2020