

**SAN ANTONIO/CONVERSE
AUTOMATIC AID AGREEMENT**

This San Antonio/Converse Automatic Aid Agreement (Agreement) is made and entered into by and between the City of San Antonio (COSA) and the City of Converse (COC).

I. TERM

- 1.1 This Agreement shall commence upon its execution and shall terminate February 28, 2017, unless terminated earlier pursuant to the provisions hereof.
- 1.2 This Agreement may be extended for as many as three (3) three-month terms, under the same terms and conditions as herein established, upon the mutual agreement of the parties. Any said extension shall be in writing. Said extensions do not require any additional authorization from the San Antonio City Council.
- 1.3 COSA and COC recognize that the continuation of any contract after the close of any given fiscal year of COSA, which fiscal year ends on September 30, shall be subject to appropriation of funds for the contract. Should funds not be appropriated, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
- 1.4 COSA, in its sole discretion, may terminate this Agreement upon thirty days' written notice to COC.

II. SCOPE OF SERVICES

A. Definitions

- 2A.1 The definitions set out below shall be applicable to the provisions of this Agreement.

"Service Area" shall mean the portions of the two areas identified in Attachment A that lie within the city limits of COSA.

B. Services

- 2B.1 COC agrees to provide automatic aid in the form of both fire service and emergency medical service (EMS) the Service Area pursuant to the terms of this Agreement.

C. Operating Procedures

- 2C.1 The parties agree that certain formal operating procedures shall be followed for requesting, dispatching, and deploying fire protection and EMS units and their operation at the scene of certain incidents described herein.

- 2C.2 Upon receipt of a request for fire service in the Service Area by the COSA communication office, COSA shall dispatch the appropriate San Antonio Fire Department (SAFD) resources. In addition to the dispatched response, the communication office for the COC will be contacted and shall automatically dispatch an appropriate response, to the extent that the resources are available. The first arriving fire company will assume command. In the event that the first arriving company is an SAFD unit, the company officer will make the determination as to whether assistance is needed from the Converse Fire Department (CFD) and notify the CFD, accordingly. In the event that the first arriving company is a CFD unit, the company officer will assume command until such time as the first SAFD unit arrives, at which time the SAFD company officer will make the determination as to whether assistance is needed from the CFD and notify the CFD, accordingly. Should a call for service in the Service Area be initially received by the COC communication office, COC shall dispatch the appropriate CFD response and notify COSA.
- 2C.3 Upon receipt of a request for EMS in the Service Area by the COSA communication office, COSA shall dispatch the appropriate SAFD EMS resources. In addition to the dispatched response, the communication office for the COC will be contacted and shall automatically dispatch an appropriate response, to the extent that the resources are available. The first arriving EMS unit shall provide medical care and transport, as appropriate. In the event that the first arriving EMS unit is an SAFD unit, the paramedic in charge will make the determination as to whether assistance is needed from the CFD and notify CFD, accordingly. In the event that the first arriving EMS unit is a CFD unit, the paramedic in charge will make the determination as to whether assistance is needed from the SAFD unit and notify SAFD, accordingly. Should a call for service in the Service Area be initially received by the COC communication office, COC shall dispatch the appropriate CFD response and notify COSA.
- 2C.4 Immediately upon notification to the dispatch offices of either jurisdiction, the receiving dispatch office will advise the requesting dispatch office of the resources that are being dedicated to the requested incident. In the event that a response must be terminated after initiation and prior to arrival at the scene, the responding entity that terminated their response will immediately inform the other jurisdiction of its cancellation.
- 2C.5 Prior to the implementation of this Agreement, COSA and COC shall agree upon an acceptable means of communication for units responding to incidents in the Service Area. This communication system will provide the ability for each jurisdiction to be in radio contact with the other party's responding unit and communication office.

2C.6 Any dispatch of personnel and equipment pursuant to this Agreement is subject to the following conditions.

- A. Any request for aid hereunder shall include the following information: (1) the type of call; (2) the resources that are being dispatched by the requesting party; (3) the number of personnel and the amount and type of equipment being requested, if applicable; and (4) the location to which the personnel and equipment are to be dispatched.
- B. It is agreed that the Incident Command System (ICS) shall be used in the direction of the emergency response. In proceeding to and returning from the emergency scene, the providing party shall not be considered to be under the direction and control of the requesting party.
- C. Unless participation is previously terminated by the providing party, the providing party shall be released by the requesting party when the services of the providing party are no longer required or when the officer in charge of the providing party determines, in the officer's sole discretion, that further assistance should not be provided.

2C.7 In areas where common jurisdictional boundaries exist, it is acknowledged that accurate determination of jurisdiction may not be possible, upon receipt of the call for service. In such cases, it is deemed appropriate and in the best interest of the public for the party receiving the call for service to dispatch its resources and to render aid at the scene of the emergency, until jurisdictional responsibility can be determined. Under the conditions described in this section, should a party respond outside its jurisdiction, the terms and conditions of this Agreement shall be in effect, just as though a request for automatic aid had been initiated.

2C.8 The personnel of each party shall continue to be officials and employees of that party and shall be entitled to the same wages and benefits from that party, as if responding within their own jurisdiction.

2C.9 The parties agree that responses to emergencies under this agreement will be only within the jurisdiction of each party to this agreement within Bexar County and not otherwise.

III. BILLING

3.1 COSA shall pay COC \$778.00 for each call for service in the Service Area to which COC responds and at the scene of which COC arrives prior to cancellation pursuant to the terms of this Agreement.

3.2 Each month, but no later than the twenty-fifth day of the month, beginning with the month following the month in which this Agreement commences, COC shall submit an invoice to COSA for the monies owed to COC, unless no monies are owed.

- 3.3 Each invoice submitted pursuant hereto shall reference this Agreement and shall contain the following information: (a) the date, time and location incident to which COC responded; (b) the type of incident to which COC responded; and (c) the total amount owed.
- 3.4 Within thirty days of receipt of a properly submitted invoice, COSA shall pay COC the amount of the invoice.

IV. CHANGES AND AMENDMENTS

- 4.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both COSA and COC.
- 4.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

V. LIABILITY

- 5.1 The expenses of repairing or replacing equipment or vehicles which may be damaged or destroyed while responding to an emergency pursuant to this Agreement shall be the expense of the providing party, unless caused in whole or in part by the negligent act of the requesting party.
- 5.2 COSA and COC acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §101.001, *et seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury, or death. The parties further acknowledge and agree that this contract is not a waiver of any right to the protection of government or sovereign immunity to which the parties are otherwise entitled.

VI. LAW APPLICABLE

- 6.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

6.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

VII. ASSIGNMENT

7.1 Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party, and any assignment without the written consent of a non-assigning party shall be null and void.

VIII. INDEPENDENCE

8.1 It is not intended by this Agreement to create, and nothing contained in this Agreement, shall create any partnership, joint venture or similar arrangement among the parties hereto.

IX. THIRD PARTIES

9.1 No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

XI. NON-EXCLUSIVITY

10.1 Nothing in this Agreement shall limit the ability of either party from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this Agreement prohibit either party from providing emergency assistance to another jurisdiction which is not a party to this Agreement.

XI. FORCE MAJEURE

11.1 Neither party hereto shall be required to perform a term, condition or covenant in this Agreement, so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockout, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of said parties and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome.

XII. ENTIRE AGREEMENT

12.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2016.

CITY OF SAN ANTONIO

CITY OF CONVERSE

Sheryl Sculley
City Manager

Approved as to Form:

City Attorney