

AN ORDINANCE 2016-12-01-0900

**AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE BEXAR COUNTY EMERGENCY SERVICES DISTRICT NO. 3 FOR FIRE SERVICES.**

\*\*\*\*\*

**WHEREAS**, upon annexation of territory in the U.S. 281 North Corridor, the Tex. Loc. Gov't Code Chapter 43 requires that the newly annexed areas receive services, infrastructure and infrastructure maintenance that is comparable to the level of services available in other parts of the municipality with topography, land use and population density similar to those reasonably contemplated or projected in the area; and

**WHEREAS**, the City of San Antonio is in need of assistance in providing fire services to certain areas that will within its city limits upon the annexation of a portion of the U.S. Highway 281 North Corridor; and

**WHEREAS**, the Bexar County Emergency Services District No. 3 (BCESD No. 3) is amenable to provide that assistance; and

**WHEREAS**, Chapter 791 of the Tex. Gov't Code authorizes agreements between local governments in which one local government provides to the other a governmental function or service that each party to the contract is authorized to perform individually; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager and her designated representative are hereby authorized to execute an Interlocal Agreement with the BCESD No. 3 to provide for fire services as agreed upon by the parties and as described below and incorporated for all purposes. The terms and conditions of the agreement shall be substantially the same as those set out in the draft contract attached hereto as **Exhibit I**. Should the parties fail to execute such an agreement within ninety days of the effective date of this Ordinance, subsequent authorization is required.

**SECTION 2.** Funding in the amount of \$312,500.00 for this ordinance is available in Fund 11001000, Cost Center 2015010001 and General Ledger 5202020, as part of the Fiscal Year 2017 Budget.

**SECTION 3.** Additional funding for this ordinance for runs exceeding the maximum number is available in Fund 11001000, Cost Center 2015010001 and General Ledger 5202020, as part of the Fiscal Year 2017 Budget.

**SECTION 4.** Payment not to exceed the budgeted amount is authorized to Bexar County Emergency Services District No. 3, and should be encumbered with a purchase order.

**SECTION 5.** Future funding and payment for the duration of this contract to include any extensions for this ordinance is contingent upon City Council approval of the Fiscal Year 2018 and subsequent budgets.

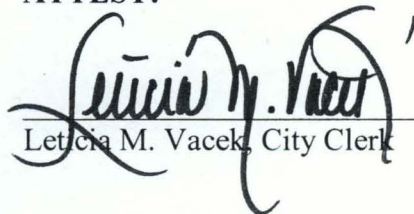
**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts, as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This Ordinance shall become effective on December 31, 2016.

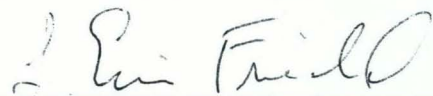
PASSED AND APPROVED this 1<sup>st</sup> day of December, 2016.

  
M A Y O R  
Ivy R. Taylor

ATTEST:

  
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

  
City Attorney

*for*

<b>Agenda Item:</b>	4C ( in consent vote: 4A, 4B, 4C, 4D, 4E )						
<b>Date:</b>	12/01/2016						
<b>Time:</b>	10:41:59 AM						
<b>Vote Type:</b>	Motion to Appr w Cond						
<b>Description:</b>	An Ordinance authorizing a Interlocal Agreement with Bexar County Emergency Services District No. 3 to provide automatic aid first responder services to the newly annexed area inside the incorporated city limits of San Antonio. [Erik J. Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5			x			
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8			x			
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				x

**CITY OF SAN ANTONIO  
AND  
BEXAR COUNTY EMERGENCY SERVICES DISTRICT No. 3  
INTERLOCAL AGREEMENT**

This Interlocal Agreement (“*Agreement*”) is made and entered into on this the \_\_\_\_ day of December 2016, by and between the City of San Antonio (“*City*”) and the Bexar County Emergency Services District No. 3 (“*BCESD No. 3*”), (*hereinafter “Party” or collectively “Parties”*) acting through the City’s City Manager and the BCESD No. 3’s President, respectively, to provide for firefighting services as authorized by the V.T.C.A TEX. GOV’T. CODE, § 791et seq. Ann. (West 2012), as described under the terms of this Interlocal Agreement for the participating Parties;

**WITNESSETH:**

**WHEREAS**, the Parties wish to cooperate and provide automatic aid to each other in order to more effectively provide firefighting services, to the annexed area consistent with the terms and conditions set forth herein; and

**WHEREAS**, it is the desire of the Parties to improve the nature and coordination of emergency assistance to incidents that threaten loss of life and property within the geographic boundaries of the Parties’ respective jurisdictions; and

**WHEREAS**, BCESD No. 3 has a service Agreement with Bexar Bulverde Volunteer Fire Department (BBVFD) wherein BCESD No. 3 provides financing and support while BBVFD provides staff, equipment and actual firefighting services to the area served by BCESD No. 3; and

**WHEREAS**, the City Council of the City has adopted an ordinance approving annexation of a portion of territory that is currently served by BCESD No. 3; and

**WHEREAS**, it is recognized by the Parties that their primary responsibility will remain the provision of fire protection to the persons and property within their respective jurisdiction; and

**WHEREAS**, it is the desire of the Parties hereto to institute an Interlocal Agreement for fire protection; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**SECTION 1.** The Parties are entering into this Agreement in order to cooperate and provide automatic aid to provide firefighting services to the annexed area consistent with the terms and conditions set forth herein. The annexed area consists of the area known as the U.S. Hwy 281 North Corridor (“*Annexed Territory*”) and is more particularly described in **Attachment 1** which is incorporated herein for all purposes.

**SECTION 2.** The Parties joining in this Interlocal Agreement agree that certain operating guidelines shall be followed for providing and deploying fire protection units and their operation at the scene of certain incidents described herein. The **Operating Guidelines** are attached as **Attachment 2** and incorporated herein for all purposes.

**SECTION 3.** It is understood and agreed that, upon receipt of a request for fire services for the Annexed Territory, the San Antonio Fire Department (SAFD) will dispatch the appropriate resources. In addition to the dispatched response, Bexar County Fire Alarm will be contacted and will automatically dispatch an appropriate BCESD No. 3 response as available. The first arriving fire company to the scene will assume command. In the event that the first arriving company is a SAFD unit, the company officer will make the determination as to whether assistance is needed from the BCESD No. 3 and notify accordingly. In the event that the first arriving company is a BCESD No. 3 unit, the company officer will assume command until such time as the first SAFD unit arrives, at which time the SAFD officer will make the determination as to whether assistance is needed from the BCESD No. 3 and notify accordingly. If a call for service in this area is initially received by the BCESD No. 3 dispatch office, BCESD No. 3 will dispatch the appropriate response and notify the SAFD dispatch office.

If BCESD No. 3 is dispatched to a call and BCESD No. 3 is unable to respond due to concurrent calls the BCESD No. 3 Senior Firefighter will notify SAFD Dispatch.

The SAFD and BCESD No. 3 will continue to address the potential for consolidating dispatch for both service areas.

**SECTION 4. Annual Service Fee.** The annual service fee paid by the City per calendar year beginning January of each year will be the area wide per call cost for BBVFD multiplied times the number of calls responded to by BBVFD in the City service area for the previous fiscal year. The area wide per call cost for BBVFD in the initial fiscal year of this Agreement is the actual BBVFD expenditures for fiscal year FY 2016 divided by the number of incidents in BCESD No. 3 for FY 2016. The area wide per call cost for BBVFD in the subsequent fiscal years of this Agreement is the actual BBVFD expenditures for the previous fiscal year divided by the number of incidents in BCESD No. 3 and in the City service area for the previous fiscal year. All call data will be calculated using SAFD/COSA and Bexar County computer aided dispatch system (CAD) information. The annual service fee shall be prorated for the last year of this Agreement. Calculating the annual service fee utilizing FY 2016 call data results in a Calendar Year 2017 annual service fee of \$312,500.00. The annual service fee for the second year of this Agreement and all subsequent years shall be calculated on a fiscal year basis as described above. Further, if number of runs exceeds 175, BCESD No. 3 shall receive payment in the amount of \$1,890.00 for each additional call for service to which BBVFD responds and arrives at scene prior to cancellation for Calendar Year 2017. In subsequent years the number of incidents covered by the annual fee will be based on the actual number of runs from the previous fiscal year plus ten (10). The cost for each additional incident will be the cost per run calculated for the annual fee. Notwithstanding the above, the annual service fee shall not increase more than five percent (5%) above the previous fiscal year fee. BCESD No. 3 shall invoice the City on a quarterly basis in each year that this Agreement remains in effect.

**SECTION 5. Debt Ceiling.** As part of the compensation for service and in keeping with the best interests of the surrounding areas that are included in a City Annexation Plan, the City agrees to increase the debt ceiling authorization for BCESD No. 3 to \$500,000.00, provided that any such debt must be retired prior to the City Council annexing territory in the BCESD No. 3 service area or prior to October 1, 2032 whichever is earlier. The term of any such debt must be no more than 3 years. Any such debt will not be included in the annual expenses to be utilized in the calculation of the Annual Service Fee in Section 4. Under no circumstance or condition will debt carried or incurred by BBVFD be V.T.C.A TEX. HEALTH AND SAFETY Ann. § 775.022 (West 2010) debt nor be a responsibility or liability of the City. No privity of contract exists between BBVFD and the City by virtue of this Agreement.

**SECTION 6.** 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 its response will immediately inform the other jurisdiction of its cancellation.

**SECTION 7.** Not later than December 31, 2016 the SAFD and the BCESD No. 3 will agree upon an acceptable means of communication for units responding to incidents in the Annexed Territory. This communication system will provide the ability for each jurisdiction to be in radio contact with the other jurisdiction's responding unit and its dispatch center.

**SECTION 8.** Any dispatch of personnel and equipment pursuant to this Interlocal Agreement is subject to the following conditions:

- (a) Any request for aid hereunder shall include the type of call, the resources that are being dispatched from the requesting department, a statement of the number of personnel and the amount and type of equipment requested, if applicable, and shall specify 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 department shall be considered to be an independent contractor for all purposes, and not under the direction and control of the requesting department.
- (c) Unless participation is previously terminated by the providing department, the providing department shall be released by the requesting department when the services of the providing department are no longer required or when the officer in charge of the providing department determines, in his/her sole discretion, that further assistance should not be provided.

**SECTION 9.** In areas where common jurisdictional boundaries exist, it is agreed that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and to render aid at the scene of the emergency until jurisdictional

responsibility can be determined, and thereby be relieved by the department having jurisdiction. Under the conditions described in this paragraph, 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 by the department having jurisdiction.

**SECTION 10.** The personnel of each Party shall continue to be officials and employees of their own respective departments and shall be entitled to the same wages and benefits from their own respective employer as if responding within their own jurisdiction.

**SECTION 11.** The expenses of repairing or replacing equipment or vehicles which may be damaged or destroyed while responding to an emergency in a requesting Party's jurisdiction shall be the expense of the providing department unless caused in whole or in part by the negligent act of the requesting party or any other responding Party. Any medical supplies used by the BCESD No. 3 in complying with this Agreement shall be replaced by the SAFD.

**SECTION 12.** The Parties agree that responses to emergencies under this Agreement will be only within the service area of each party to this Interlocal Agreement within Bexar County and not otherwise.

**SECTION 13.** Each Party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and Federal law and without waiving any defenses of the parties under state and federal law.

**SECTION 14.** The Parties acknowledge that they are political subdivisions of the State of Texas and are subject to and must comply with the applicable provisions of the Texas Tort Claims Act, as set out in the TEX. CIV. PRAC. & REM. CODE, Section 101.001 et seq.(West 2012) and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

**SECTION 15.** This Interlocal Agreement shall be interpreted according to the Constitution and laws of the State of Texas. This Interlocal Agreement is made and is to be performed in Bexar County, Texas and is governed by the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Interlocal Agreement shall be in Bexar County, Texas.

**SECTION 16.** Nothing in this Interlocal Agreement shall limit the ability of any or all of the Parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this Agreement prohibit any Party from providing emergency assistance to another jurisdiction which is not a participant in this Agreement.

**SECTION 17.** It is agreed that no Party to this Agreement by the execution of this

Agreement or by the requesting or providing of assistance under this Agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.

**SECTION 18.** 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.

**SECTION 19.** 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.

**SECTION 20.** This Agreement shall commence upon the signing of said document by authorized representatives of both Parties, and shall continue for a period of five (5) years, ("**Initial Term**"), unless extension or earlier termination shall occur pursuant to any of the provisions of this Agreement. However, continuation of this Agreement beyond the Initial Term is subject to and contingent upon agreement of both Parties.

Either Party may terminate this Agreement upon one hundred eighty (180) days' written notice to the other Party.

The Parties may renew and extend this agreement for up to three (3) five (5) year periods under the same terms and conditions as herein established, save and except mutually agreed upon changes.

**SECTION 21.** The effective date of this Agreement shall be December 31, 2016.

**SECTION 22.** This Agreement and any duties or obligations hereunder shall not be assignable by any Party without the prior written consent of the Parties, and any assignment without the written consent of a non-assigning Party shall be null and void.

**SECTION 23.** This Agreement may be amended only by the mutual written agreement of the Parties hereto.

**SECTION 24. Force Majeure.** None of the parties 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.

**SECTION 25.** The City shall pay BCESD #3's services under this Agreement from current revenues available to the City in accordance with V.T.C.A TEX. GOV'T. CODE, § 791.011 (d)(3) (West 2012).



**EXECUTED** by the Parties whose signatures are affixed hereto, each respective entity acting by and through its duly authorized official in the manner required by each respective entity's charter, or otherwise as required by law, on the date herein below specified.

**CITY OF SAN ANTONIO**

**BEXAR COUNTY EMERGENCY  
SERVICE DISTRICT No. 3**

\_\_\_\_\_  
City Manager

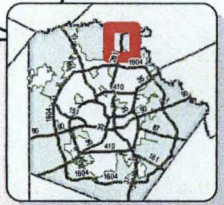
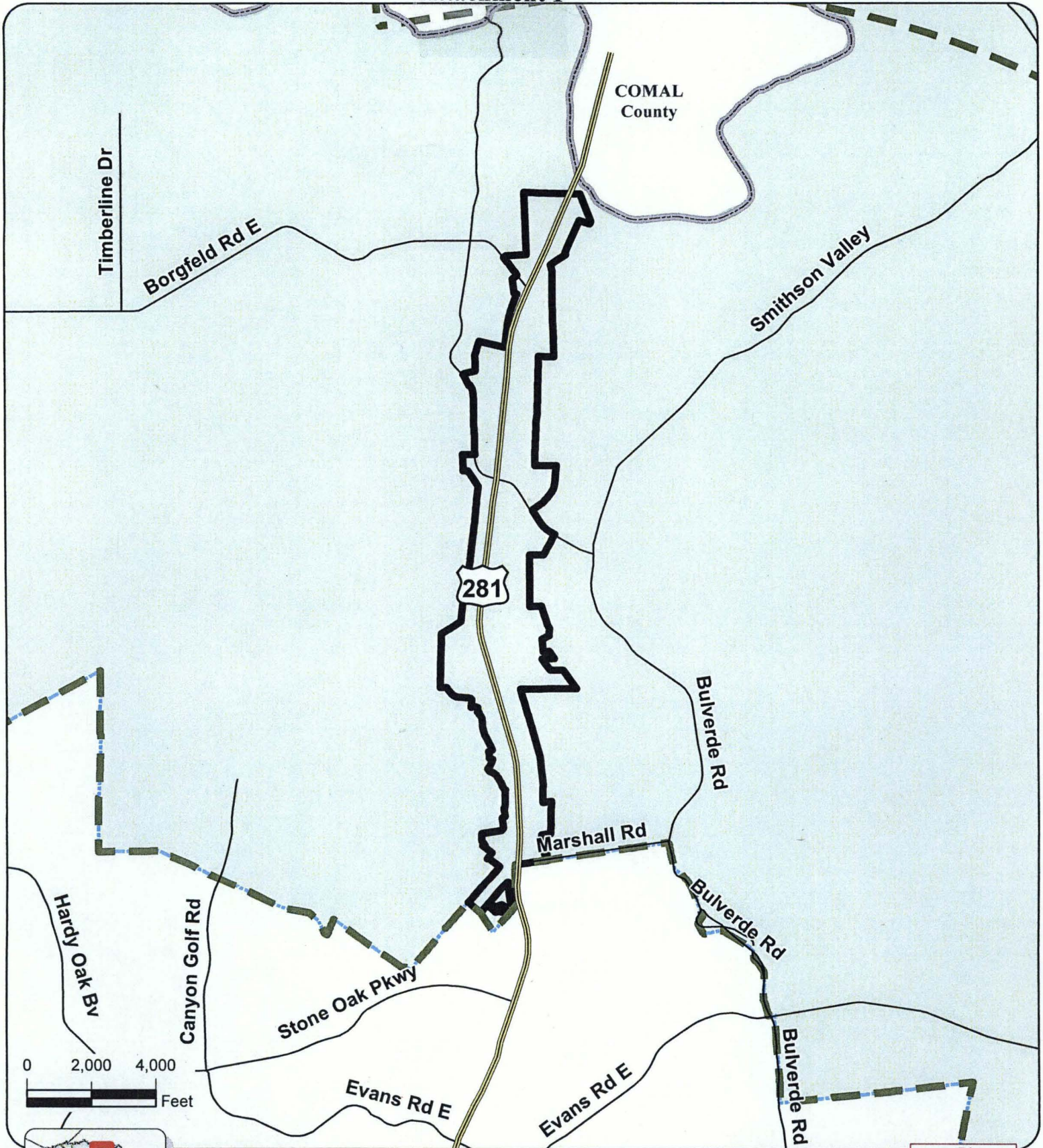
\_\_\_\_\_  
Commissioner and President







Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

# Attachment 1



-  Proposed Annexation Area
-  ETJ
-  Adjacent Counties
-  City of San Antonio
-  Bexar County
-  Expressways



## City of San Antonio US281 North Proposed Annexation Area

Data Source: City of San Antonio Enterprise GIS, Bexar Metro 911, Bexar Appraisal District  
This Geographic Information System Product is derived from the City of San Antonio's geospatial data. The City of San Antonio is not responsible for the accuracy of any data, and the City of San Antonio expressly disclaims all liability and warranty, including but not limited to the highest warranty of merchantability and fitness for a particular purpose. The City of San Antonio does not warrant, guarantee, or make any representation regarding the use, or the results of the use, of the information provided to you by the City of San Antonio in terms of performance, accuracy, reliability, timeliness or otherwise. The user shall be the creator and purchaser of any information obtained from the City of San Antonio to which it is solely responsible.

Map may be revised at (210) 207-6301  
Map Last Edited: 12/6/2016  
PDF Filename: 16045011.pdf  
Map file location: Z:\GIS\Shared\And\Office\_FY2015\_2016\Plan\of\Community\Development\Annexation\US281 North Proposed.mxd

**City of San Antonio**  
 Information Technology Services Department  
 GIS Public Services Division  
 Riverview Towers  
 111 Soledad St. 9th Floor  
 San Antonio, TX 78205



## Attachment 2

### US 281 Corridor Operating Guidelines

#### 1) Equipment:

- a. All BBVFD engine(s) responding in this agreement will be equipped to meet or exceed ISO Class 1 specifications.
- b. All fittings will be compatible with San Antonio Fire Department (SAFD) engines. Engines will be complete with CAFS, 6 SCBA air packs, carry hydraulic rescue extrication tools and medical equipment appropriate to the level of response.
- c. Engines shall undergo all necessary preventative maintenance and have annual testing of all pumps, hose, and ladders to meet Insurance Service Office (ISO) standard or other as required by Texas Commission on Fire Protection (TCFP).

#### 2) Training:

All personnel staffing fire apparatus should be trained to SAFD standards to include:

- a. Fire fighter
  - i. TCFP Structural firefighter certification or equivalent to include EMT-Basic and associated Hazardous Materials Training (Operations Level)
  - ii. Water Rescue Training as instructed by SAFD or equivalent to include:
    1. Static Water Rescue
    2. Dynamic Water Rescue
  - iii. Emergency Vehicle Operations and Pump Operations as instructed by SAFD or equivalent
  - iv. SAFD Reading the Smoke Course
  - v. Basic Technical Rescue as instructed by SAFD or equivalent to include:
    1. Extrication
    2. High Angle Rescue
    3. Saving Your Own
    4. Rappelling
- b. Lieutenants:
  - i. All Firefighter requirements plus:
  - ii. TCFP Fire Officer 1 or equivalent
  - iii. TCFP Instructor 1 or equivalent
- c. Captains and Command Officers
  - i. All Firefighter and Officer requirements plus:
  - ii. TCFP Officer 2 or equivalent
  - iii. TCFP Instructor 2 or equivalent
- d. All personnel must participate in SAFD Incumbent and specialized Training Courses as required by this guideline. Training may be accomplished using the train the trainer model.

- e. Companies who respond into affected areas must cross train on a regular basis with SAFD personnel with who they are most likely to respond. (Includes companies and Battalions)
  - f. Command Staffs of each department will meet at least twice annually to review operations.
- 3) **Communications:**
- a. SAFD will provide handheld radios in order to bring the first responding engine companies compliment up to 1 radio per firefighter (4).
  - b. BBVFD must have an on scene Communications Plan compatible with SAFD's communication plan.
- 4) **Staffing Levels:**
- a. 4 person staffing (full time /on duty) on the first responding engine.
  - b. Paramedic level staffing on First responder responses 25% of the time over an annual period. BBVFD will work to increase frequency of paramedics on the first responding engine company.
- 5) **Policies/Procedures/Command:**
- BBVFD:**
- a. Must operate and be trained in SAFD Operations Manuals and Practices
  - b. Must attend SAFD Communications 101 Course
  - c. Must operate under an Incident Command structure and Policy compatible with that of the SAFD.
  - d. Must maintain Medical Protocols similar to SAFD's
  - e. Must adopt SAFD Cancer Prevention Policy
  - f. The SAFD mantra of Safety, Training and Customer Service must be embodied by all potential responders and reinforced at all levels
- 6) **Station Location:**
- a. Stations shall be located so as to maintain a like response time as in other similar areas of San Antonio.
- 7) **Incident Reporting**
- a. The 911 call will come into SAFD and get an SAFD incident number. When the call is forwarded to BCSD it will get a BBVFD incident number. CAD will keep both numbers and join them.
  - b. Both responding departments will complete Fire RMS reports. SAFD will enter the call as Mutual Aide Received and BBVFD will enter the call as Mutual Aide given.
  - c. The FIRE RMS administrator for SAFD will download the calls to this region on a weekly basis. They will also be able to pull down the PCR from STRAC if needed.
  - d. If BCESD No. 3 is dispatched to a call and is unable to respond due to concurrent calls, the BCESD No. 3 Senior Firefighter will notify SAFD Dispatch on Mutual Aide 7 that BCESD No. 3 is unable to respond because they are on another call.
  - e. When addressing SAFDD, the term "Dispatch" will be used and when addressing BCESD No. 3, the term "Fire Alarm" will be used.

2356853.1/SPSA/31340/0102/112816