

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

This Interlocal Agreement (“*Agreement*”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of San Antonio ( “*City*”) and the Bexar County Emergency Services District No. 3 (“*BCESD No. 3*”) acting through the City’s duly authorized City Manager and the BCESD No. 3’s duly authorized President, respectively, to provide for firefighting services authorized under V.T.C.A. Government Code Sections 771 and 791 for emergency services as described under the terms of this Interlocal Agreement for the participating parties;

**W I T N E S S E T H:**

**WHEREAS**, the parties wish to cooperate and provide automatic aid to each other in order to more effectively provide firefighting services, [in their respective service areas] 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 our respective jurisdictions; and

**WHEREAS**, the City Council of the City has adopted an ordinance approving annexation of a portion of the 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.** It is understood that this Interlocal Agreement shall become effective immediately upon the effective date of the annexation of any property that is currently serviced by the BCESD No. 3.

**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. (*See* Operating Guidelines – **Attachment 1.**)

**SECTION 3.** It is understood and agreed that, upon receipt of a request for fire services for the subject area known as the commercial corridor along Hwy 281 North (“*Annexed Territory*”) within the city limits of the City (*see* **Attachment 2**), 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 on Mutual Aid 7 that BCESD No. 3 is unable to respond because they are on another call. When addressing SAFD, the term 'Dispatch' will be used, and when addressing BCESD No. 3, the term 'Fire Alarm' will be used.

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 BCESD No. 3 multiplied times the number of calls responded to by BCESD No. 3 in the City service area for the previous fiscal year. The area wide per call cost for BCESD No. 3 in the initial fiscal year of this Agreement is the actual BCESD No. 3 expenditures for fiscal year FY 2016 divided by the number of incidents in BCESD No. 3 for FY 2016 (not including the Bulverde Volunteer Fire Department Budget). The area wide per call cost for BCESD No. 3 in the subsequent fiscal years of this Agreement is the actual BCESD No. 3 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 fiscal year of this Agreement. Calculating the annual service fee utilizing FY 2016 call data results in a FY 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 as cost per run. 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 additional incident will be the cost per run figured 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 January 1, 2017 for one-half of the initial fee and thereafter for one-half of the annual service fee on each January 1<sup>st</sup> and July 1<sup>st</sup> of each year 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 is unrelated and unaffected by debt currently carried or

incurred in the future by the Bulverde Volunteer Fire Department.

**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 understood 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 hereto 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 Texas and Federal law.

All governmental agencies 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 Civil Practices and Remedies Code, Section 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.

This Interlocal Agreement shall be interpreted according to the Constitution and 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. 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.

**SECTION 14.** 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 prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this Agreement.

**SECTION 15.** It is understood that no party to this Agreement by the execution of said 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 16.** 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 17.** 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 18.** 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 19.** This Agreement shall be effective as to a department immediately upon execution of the same by such department.

**SECTION 20.** The terms of this Agreement shall be in effect at any time a party hereto responds within the geographical jurisdiction of a participating party.

**SECTION 21.** This Agreement and any duties or obligations hereunder shall not be assignable by any party without the prior written consent of all other parties, and any assignment without the written consent of a non-assigning party shall be null and void.

**SECTION 22.** This Agreement is performable in Bexar County, Texas. The validity of this Agreement or of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the state of Texas and the United States.

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

**EXECUTED** by the entities 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**

### **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.

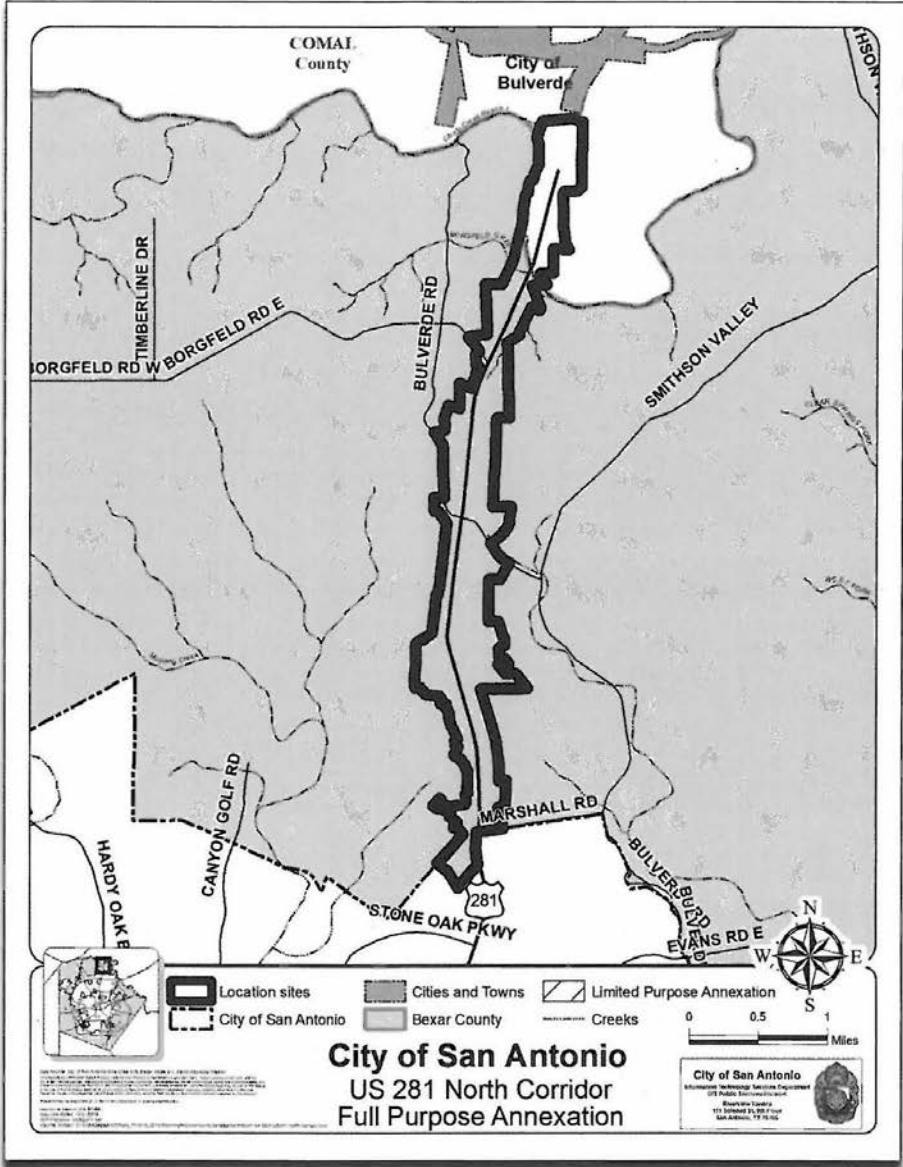
**7) Incident Reporting**

- a. The 911 call will come into SAFD and get an SAFD incident number. When the call is forwarded to BCSO 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.




**Attachment 2**

**Exhibit A  
Map**



## Exhibit B Metes and Bounds



# FORD ENGINEERING, INC

**Exhibit "B"**

**BOUNDARY DESCRIPTION FOR A 1,224 ACRE AREA KNOWN AS HIGHWAY  
281 NORTH ALTERNATIVE ANNEXATION AREA**

A boundary description for a limited purpose annexation area containing 1,224 Acres, more or less, and being a portion situated in Bexar County, Texas, and a portion situated in Comal County, Texas; being more particularly described as follows:

**BEGINNING:** at a point on the Western line of U.S. Highway 281 for the Southeastern corner of North Northwind Drive, the Easternmost Southeastern corner of Northwind Estates in Volume 5629, Page 387, a corner of the current City of San Antonio City Limits;

**THENCE:** in a southerly direction following the current city limits line of the City of San Antonio, the Western line of U.S. Highway 281, a distance of approximately 1233 feet to a point for the southeastern corner of a 19.20 acre tract in Volume 15875, Page 81, official records of Bexar County, Texas, a corner of the current City of San Antonio City limits;

**THENCE:** in a southwesterly direction, a distance of approximately 1176 feet following the southeastern line of the 19.20 acre tract, a line of the current City of San Antonio City limits to a point for the Southern corner of the 19.20 acre tract, a corner of the current City of San Antonio City Limits;

**THENCE:** in a northwesterly direction following the current City of San Antonio City limits, a distance of approximately 1217 feet to a point for the westernmost corner of a 19.982 acre tract in Volume 16046, Page 1834, official records, Bexar County, Texas on the Southeastern line of Northwind Estates, a corner of the current City of San Antonio City limits;

**THENCE:** in a northeasterly direction following the southeastern line of Northwind Estates, a distance of approximately 1472 feet to a point for a corner of Northwind Estates, a corner of North Northwind Drive;

**THENCE:** in a northwesterly direction following the southwestern line of North Northwind Drive, a distance of approximately 485 feet to a point on the Northwestern line of South Breeze Street;

**THENCE:** in a northeasterly direction following the northwestern line of South Breeze Street, a distance of approximately 222 feet to a point on the northeastern line of Lot 1, the southwestern line of Lot 84 of the Northwind Estates;

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