

March 9, 2023

Item No. 9.2.

Fire EMS Interlocal agreement proposal from the City of Bryan

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an interlocal agreement with the City of Bryan for fire and emergency medical services.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends continued collaboration and negotiation with the City of Bryan to finalize an interlocal agreement that is fair and equitable for both cities.

Summary: The City of College Station has been in discussions with the City of Bryan since June 2021 regarding the need to revise the 1997 automatic aid agreement for fire and EMS services between the City of College Station and the City of Bryan fire departments. The City of College Station sent a Letter of Notification for 60-day Termination of the 1997 agreement on January 9, 2023. On Tuesday, March 1, 2023, the City of Bryan provided a draft of their proposed revised agreement and held a Special Council Meeting on March 2, 2023 in which they adopted the proposed agreement to be sent to the City of College Station City Council for consideration.

Budget & Financial Summary:

Attachments:

1. College Station and Bryan Fire EMS ILA Termination Letter, 97 ILA & CS Proposed ILA
2. Proposed College Station and Bryan Fire EMS Interlocal Agreement from the City of Bryan
3. Fire and EMS ILA doc compare 3-1-23



Via Email and CMRRR # 7009 3410 0002 3100 1689

January 9, 2023

Mr. Kean Register
City Manager
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803
kregister@bryantx.gov

Re: Termination of Automatic Mutual Aid Agreement Dated July 25, 1997

Dear Mr. Register:

The City of College Station is terminating the Automatic Mutual Aid Agreement (Agreement) dated July 25, 1997, between the City of College Station and the City of Bryan. This is the official sixty (60) day termination notice under paragraph IX of the Agreement.

Since our efforts to reach a reasonable new agreement that meets the needs of both cities have been unsuccessful, the Agreement and all services associated with the Agreement will terminate on Friday, March 10, 2023. The City of College Station remains committed to good faith negotiations regarding a new fire service automatic aid and EMS mutual aid agreement with equitable terms and conditions.

Please contact me if you have questions or want to discuss.

Sincerely,

Bryan C. Woods
Bryan C. Woods
City Manager

Encl.: 1997 Agreement and Proposed New Agreement

Cc. Richard Mann, Fire Chief

AUTOMATIC MUTUAL AID AGREEMENT

This agreement is made and entered into this 25th day of July, 1997 by and between the City of Bryan, Texas, a home rule municipal corporation of the State of Texas, hereinafter referred to as Bryan, and the City of College Station, Texas, a home rule municipal corporation of the State of Texas, hereinafter referred to as College Station, each acting herein by through its duly authorized officials;

WHEREAS, College Station and Bryan are owners of special apparatus and other equipment designed for and capable of being used in the protection of persons and property from uncontrolled fires. Each agency has in its employ individuals certified by the Texas Commission on Fire Protection who are trained in the use of such equipment; and

WHEREAS, Bryan and College Station are the owners of special apparatus and other equipment designed for providing emergency treatment and transport of the sick and injured. Each agency has in its employ Emergency Medical Technicians certified by the Texas Department of Health who are trained in the use of such equipment; and

WHEREAS, College Station and Bryan have authority to enter into agreements providing for the use of apparatus and other equipment to citizens outside of the respective municipal corporate limits; and

WHEREAS, Bryan and College Station are desirous of obtaining service for their citizens in the event of an emergency regardless of corporate limits whereby preestablished response districts identifies the closest unit to respond; and

NOW, THEREFORE, for and in consideration of mutual benefits to be derived by each of the parties hereto, said parties agree and covenant as follows:

I

Each city will be responsible for providing insurance coverage on its personnel, facilities, motor vehicles and equipment.

II

College Station will provide emergency services to Bryan as per predetermined automatic aid response districts established by both agencies.

Bryan will provide emergency services to College Station as per predetermined automatic aid districts established by both agencies.

Changes to response districts will be through mutual agreement of both parties.

III

Bryan will bill patients for EMS services provided by the fire department for services provided in College Station.

College Station will bill patients for EMS services provided by the fire department for services provided in Bryan.

IV

College Station will not bill Bryan Fire Department for normal routine fire and EMS assistance provided.

Bryan will not bill College Station Fire Department for normal routine fire and EMS assistance provided.

V

Bryan, under special rescue response, will bill College Station Fire Department for supplies and other consumable products used for structural collapse, confined space, or other special rescue assistance. Bryan will not bill College Station for personnel time. All payments made will be from current revenues available to College Station.

College Station, under special hazardous materials response, will bill Bryan Fire Department for supplies and other consumable products used for Hazardous Materials Incident Mitigation. College Station will not bill Bryan for personnel time. A bill for personnel time will be submitted to the responsible person if known. All payments made will be from current revenues available to Bryan.

All billing will be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

VI

Normal wear and tear of equipment, apparatus, and supplies will be the responsibility of each party to this agreement.

Extraordinary wear and tear or destruction of equipment and supplies will be the responsibility of the party receiving the assistance.

VII

College Station reserves the right to refuse to answer any call pursuant to this agreement in the event the Fire Chief or his/her designate determines the health, safety, and welfare of the citizens of College Station would be endangered by dispatching personnel and equipment outside of its corporate limits.

Bryan reserves the right to refuse to answer any call pursuant to this agreement in the event the Fire Chief or his/her designate determines the health, safety, and welfare of the citizens of Bryan would be endangered by dispatching personnel and equipment outside of its corporate limits.

VIII

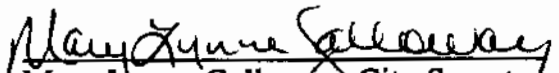
Responding units will operate under the direction of the incident commander of the department receiving assistance.

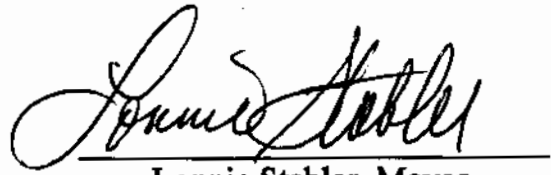
IX

This agreement will remain in force until such time either party gives the other party sixty (60) days written notice to terminate said agreement.

CITY OF BRYAN, TEXAS

ATTEST:


Mary Lynne Galloway, City Secretary


Lonnie Stabler, Mayor

APPROVED AS TO FORM:


for City Attorney

CITY OF COLLEGE STATION, TEXAS

ATTEST:

Connie Hooks
Connie Hooks, City Secretary

Lynn McIlhaney
Lynn McIlhaney, Mayor

APPROVED AS TO FORM:

Harvey Cargill
Harvey Cargill, City Attorney

COLLEGE STATION AND BRYAN FIRE AUTOMATIC AID AND EMS MUTUAL AID INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is by and between the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation (College Station), and the **CITY OF BRYAN**, a Texas Home Rule Municipal Corporation (Bryan), collectively referenced as the Parties, each acting by and through their authorized agents.

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental functions of providing fire department services and emergency medical services; and

WHEREAS, College Station and Bryan are authorized under Section 342.011 of the Texas Local Government Code to provide fire department services and Chapter 774 of the Texas Health & Safety Code to contract with each other to provide emergency medical services; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein the Parties agree as follows:

I. DEFINITIONS

The following words and phrases have the following meanings, unless the context clearly indicates otherwise:

1.1 Automatic Aid means the immediate dispatch on first alarms of the closest appropriate resource to all fire incidents in either jurisdiction.

1.2 Mutual Aid means the Parties will assist one another by furnishing personnel, equipment, or expertise in a specified manner for EMS assistance from the other only when the Requesting Agency is depleted of EMS transport units and the other Agency has EMS transport units available.

1.3 Requesting Agency means the Party requesting assistance.

1.4 Responding Agency means the Party providing assistance.

II. PROVIDING AID

2.1 The Parties agree to cooperate in providing aid with fire and EMS personnel for fire service, EMS, special rescue response, hazardous materials response, securely sharing sensitive and non-sensitive information and records, and providing additional resources and equipment outside their jurisdictions, subject to availability and the Chief's discretion.

2.1.1. Requesting Aid. The Requesting Agency's Chief has requested aid including the amount and type of equipment or resources and number of requested personnel, the specific dispatch location, and a reasonable estimate of time the assistance is needed.

2.1.2. Providing Aid. The Providing Agency's Chief in his or her sole discretion has determined sufficient personnel, equipment, and resources that are available for the specific assignment, and the health, safety, or welfare of the Responding Agency's citizens will not be endangered by dispatching personnel or equipment or resources outside of the Responding Agency's jurisdictional limits.

2.2 Fire Service Response.

- a. Automatic Aid.** Each Party will respond with Automatic Aid for any call for service from the other Party's jurisdiction for fire service.
- b. Fire Service Billing.** No Party will invoice the other Party for normal or routine fire service responses.

2.3 Emergency Medical Services Response.

- a. Mutual Aid Calls.** Each Party will request Mutual Aid response for EMS call for service from the other Party's jurisdiction only when the requesting jurisdiction has no available EMS transport units available, the responding agency has reserve capacity to provide assistance while maintaining adequate response capability and the Chief authorizes the response.
- b. EMS Charges.** Mutual Aid responses are intended to serve a public purpose and benefit both Parties. Both jurisdictions will charge and collect for EMS services through the standard billing collection process. No Party will invoice the other Party for EMS responses.

2.4 Special Response Teams.

- a. College Station Hazmat.** College Station will invoice any responsible parties for a Hazmat response. If Bryan is the responsible party, College Station will invoice Bryan only for supplies and consumables. College Station will not invoice Bryan for personnel time related to a Hazmat response.
- b. Bryan Technical Rescue Response.** Bryan will invoice any responsible parties for a Technical Rescue Response. If College Station is the responsible party, Bryan will invoice College Station only for supplies and consumables. Bryan will not invoice College Station for personnel time related to a Technical Rescue Response.

III. PARTY RESPONSIBILITIES

3.1 Funds. The Responding Agency provides aid with available funds from current revenues. No Party is liable for failing to expend unbudgeted funds to provide Aid.

3.2 Command. Responding personnel are under the command of the Requesting Agency's Chief, have the same powers of the Requesting Agency's personnel, and are deemed acting as personnel of the Requesting Agency regardless of compensation when responding to an incident. At no time will Responding Agency's employees be considered employees of the Requesting Agency.

3.3 Authority. Personnel have the same fire and emergency medical services authority as if acting in their jurisdiction and no other oath, bond, or compensation need be made or posted.

3.4 Communication. Communication between the Parties is determined by the Requesting Agency's officer in command of the incident. When practical, the primary means of communication shall be by telephone or two-way radio communications either mobile-to-mobile or mobile-to-base, with the Requesting Agency providing communication center coordination. Routine day-to-day communications for aid are done by the most practical means.

3.5 Release of Aid. The Responding Agency's personnel will release their personnel after they are no longer needed. The Chief of the Responding Agency may at any time, in the Chief's sole discretion, withdraw the Responding Agency's aid or discontinue participation in any response.

3.7 Compensation. Responding Agency personnel will receive compensation and benefits from Responding Agency. Personnel must receive the same wage, salary, pension, and any other compensation and benefits, including but not limited to, injury or death benefits, workers compensation benefits, and reasonable travel expenses as though they were responding in Responding Agency's jurisdiction.

3.8 Vehicles, Equipment and Supplies. Each party will be responsible for the purchase, maintenance and replacement of that party's vehicles, equipment, resources, and supplies.

3.9 Term and Termination. The initial Agreement term is one (1) year. The Agreement will automatically renew for successive one (1)-year terms after the initial term, until terminated. Any Party wanting to terminate this Agreement must provide written notice to the other Party no less than thirty (30) days before the termination date.

IV. GENERAL TERMS

4.1 Interlocal Cooperation Act. The Parties to this Agreement are local governments as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas. No separate legal entity is created by this Agreement.

4.2 Amendment. The terms and conditions of this Agreement may be amended upon written mutual consent of each governing body.

4.4 Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims

Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of each Party's employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

4.5 Insurance. The Parties must maintain statutory workers' compensation coverage on each Party's employees, and each must carry additional insurance against public liability for injury to persons including death and property damage arising out of or in connection with this Agreement. Limits of liability of such insurance policies shall be in an amount not less than **\$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate.**

4.6 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

4.7 Venue and Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

4.8 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have authorization to sign on behalf of their respective governmental bodies.

4.9 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused, unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of, or excuse of any other different or subsequent breach.

4.10 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

4.11 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

4.12 Effective Date. This Agreement is effective when signed by the last party signing, thereby making the Agreement fully executed.

4.13 Prior Agreement. On the Effective Date, this Agreement will terminate the previous Interlocal Agreement Emergency Automatic Mutual Aid Agreement dated July 25, 1997.

4.14 Notice. Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient communication.

COLLEGE STATION

Fire Chief

College Station Fire Department
PO Box 9960
College Station, Texas 77840

with copy to:

City Manager

City of College Station
PO Box 9960
1101 Texas Avenue South.
College Station, Texas 77842

BRYAN

Fire Chief

Bryan Fire Department
301 South Texas Avenue
Bryan, Texas 77803

with copy to

City Manager

City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

EXECUTED this _____ day of _____, 2022 by **City of College Station.**

CITY OF COLLEGE STATION

By:

Mayor

ATTEST:

APPROVED

City Secretary

City Manager

City Attorney

Assistant City Manager/CFO

EXECUTED this _____ day of _____, 2022 by **City of Bryan.**

CITY OF BRYAN

By:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

COLLEGE STATION AND BRYAN AUTOMATIC AID AND MUTUAL AID INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is by and between the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation (College Station), and the **CITY OF BRYAN**, a Texas Home Rule Municipal Corporation (Bryan), collectively referenced as the Parties, each acting by and through their authorized agents.

WHEREAS, the Parties are authorized by the Inter local Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental functions of providing fire department services and emergency medical services; and

WHEREAS, College Station and Bryan are authorized under Section 342.011 of the Texas Local Government Code to provide fire department services and Chapter 774 of the Texas Health & Safety Code to contract with each other to provide emergency medical services; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

I. DEFINITIONS

The following words and phrases have the following meanings unless the context clearly indicates otherwise:

- 1.1 Automatic Aid** means the immediate dispatch of the closest appropriate resource to all Delta and Echo designated incidents in either jurisdiction.
- 1.2 Chief** means Fire Chief or Fire Chief's designee.
- 1.3 Mutual Aid** means the Parties will assist one another by furnishing personnel, equipment, or expertise from the other only when the Requesting Agency is depleted or in need of a specialized resource from appropriate resources the other Agency. The Fire Chief or designee will approve such requests.
- 1.4 Requesting Agency** means the Party requesting assistance.
- 1.5 Responding Agency** means the Party providing assistance.
- 1.6 Responsible Party** means any individual, company, organization, or entity that is responsible for causing an emergency response or mitigation for a hazmat release or technical rescue to include:
 - a.** Current owner and operator of a facility or site,
 - b.** Past owner and operator of a facility at the time hazardous wastes were disposed,
 - c.** Generator and/or entity that arranges for the disposal or transport of the hazardous substance, and/or
 - d.** Transporter of hazardous waste that selected the site where the hazardous substances were brought.

II. PROVIDING AID

2.1 The Parties agree to cooperate in providing aid with fire and EMS personnel for fire service, EMS, technical rescue response, hazardous materials response, securely sharing sensitive and non-sensitive information and records, and providing additional resources and equipment outside their jurisdictions, subject to availability and the Chief's discretion.

2.1.1. Requesting Aid. The Requesting Agency's Chief or designee should request aid, including the amount and type of equipment and/or resources as well as the number of personnel and the specific dispatch location.

2.1.2. Providing Aid. The Providing Agency's Chief or designee, in his or her sole discretion, has determined sufficient personnel, equipment, and resources are available for the specific assignment, and the health, safety, or welfare of the Responding Agency's citizens will not be endangered by dispatching personnel or equipment or resources outside of the Responding Agency's jurisdictional limits.

2.2 Automatic Aid Response to Fire and Emergency Medical Services.

a. Automatic Aid. Each Party will respond with Automatic Aid for any call for service from the other Party's jurisdiction for Delta or Echo responses as determined by the dispatch center.

2.3 Mutual Aid Response to Fire and Emergency Medical Services.

a. Mutual Aid. Each Party will request Mutual Aid response for Omega, Alpha, Bravos, and Charlie level calls for service from the other Party's jurisdiction only when the requesting jurisdiction has no available appropriate units available and the, responding agency has the capacity to provide assistance.

2.4 EMS Mutual and Automatic Aid reimbursement

a. Each jurisdiction will charge and collect, from the patient, appropriate fees as defined by the respective ordinances for EMS services through established billing and collection processes. An average minimum financial collection of \$240.00 per transport will set a minimum annual collection threshold for each jurisdiction to compensate the Responding Agency. If the average minimum threshold received by a Responding Agency is unmet through collections from patients 180 days after the end of the fiscal year, the jurisdiction receiving aid will reimburse the Responding Agency the difference to reach the minimum threshold standard.

2.5 Special Response Teams.

a. College Station Hazmat Response. College Station will invoice any Responsible Party for a Hazmat Response. If Bryan is the Responsible Party, College Station will invoice Bryan only for supplies and consumables. College Station will not invoice Bryan for personnel time related to a Hazmat Response.

b. Bryan Technical Rescue Response. Bryan will invoice any Responsible Party for a Technical Rescue Response. If College Station is the responsible party, Bryan will invoice College Station only for supplies and consumables. Bryan will not invoice College Station for personnel time related to a Technical Rescue Response.

III. PARTY RESPONSIBILITIES

3.1 Funds. The Responding Agency provides aid with available funds from current revenues. Neither Party is liable for failing to expend unbudgeted funds to provide aid.

3.2 Command. Responding personnel are under the command of the Requesting Agency's Chief, have the same powers as the Requesting Agency's personnel, and are deemed acting as personnel of the Requesting Agency regardless of compensation when responding to an incident. At no time will the Responding Agency's employees be considered employees of the Requesting Agency.

3.3 Authority. Personnel have the same fire and emergency medical services authority as if acting in their jurisdiction, and no other oath, bond, or compensation needs to be made or posted.

3.4 Communication. Communication between the Parties is determined by the Requesting Agency's officer in command of the incident. When practical, the primary means of communication shall be by telephone or two-way radio communications, either mobile-to-mobile or mobile-to-base, with the Requesting Agency providing communication center coordination. Routine day-to-day communications for aid are done by the most practical means.

3.5 Release of Aid. The Responding Agency's personnel will be released by the Requesting Agency when they are no longer needed. The Chief of the Responding Agency may at any time, in the Chief's sole discretion, withdraw the Responding Agency's aid or discontinue participation in any response.

3.6 Compensation. Responding Agency personnel will receive compensation and benefits from the Responding Agency. Personnel must receive the same wage, salary, pension, and any other compensation and benefits, including but not limited to injury or death benefits, workers compensation benefits, and reasonable travel expenses as though they were responding in Responding Agency's jurisdiction.

3.7 Vehicles, Equipment, and Supplies. Each Party will be responsible for the purchase, maintenance, and replacement of that Party's vehicles, equipment, resources, and supplies.

3.8 Term and Termination. The initial Agreement term is one (1) year. The Agreement will automatically renew for successive one (1) year terms after the initial term, until terminated. Any Party wanting to terminate this Agreement must provide written notice to the other Party no less than thirty (30) days before the termination date.

IV. GENERAL TERMS

4.1 Interlocal Cooperation Act. The Parties to this Agreement are local governments as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas. No separate legal entity is created by this Agreement.

4.2 Amendment. The terms and conditions of this Agreement may be amended upon written mutual consent of each governing body.

4.3 Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents, or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of each Party's employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

4.4 Insurance. The Parties must maintain statutory workers' compensation coverage on each Party's employees, and each must carry additional insurance against public liability for injury to persons including

death and property damage arising out of or in connection with this Agreement. Limits of liability of such insurance policies shall be in an amount not less than **\$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate.**

4.5 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

4.6 Venue and Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

4.7 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent they have authorization to sign on behalf of their respective governmental bodies.

4.8 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused, unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to, waiver of, or excuse of any other different or subsequent breach.

4.9 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

4.10 Multiple Originals. It is understood and agreed this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

4.11 Effective Date. This Agreement is effective when signed by the last Party signing, thereby making the Agreement fully executed.

4.12 Prior Agreement. On the Effective Date, this Agreement will terminate the previous Automatic Mutual Aid Agreement dated July 25, 1997.

4.13 Notice. Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient communication.

COLLEGE STATION

Fire Chief
College Station Fire Department
P.O. Box 9960
College Station, Texas 77840

with copy to:
City Manager
City of College Station
P.O. Box 9960
1101 Texas Avenue South.
College Station, Texas 77842

BRYAN

Fire Chief

Bryan Fire Department
330 W William Joel Bran Pkwy
Bryan, Texas 77803

with copy to

City Manager

City of Bryan
P.O. Box 1000
Bryan, Texas 77805

[Signature Pages Follow]

EXECUTED this _____ day of _____, 2023 by **City of College Station.**

CITY OF COLLEGE STATION

By:

Mayor

ATTEST:

APPROVED

City Secretary

City Manager

City Attorney

Assistant City Manager/CFO

EXECUTED this _____ day of _____, 2023 by **City of Bryan.**

CITY OF BRYAN

By:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

COLLEGE STATION AND BRYAN
~~FIRE~~-AUTOMATIC AID AND ~~EMS~~-MUTUAL AID INTERLOCAL
AGREEMENT

THIS INTERLOCAL AGREEMENT is by and between the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation (College Station), and the **CITY OF BRYAN**, a Texas Home Rule Municipal Corporation (Bryan), collectively referenced as the Parties, each acting by and through their authorized agents.-

WHEREAS, the Parties are authorized by the ~~Interlocal~~Inter local Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental functions of providing fire department services and emergency medical services; and

WHEREAS, College Station and Bryan are authorized under Section 342.011 of the Texas Local Government Code to provide fire department services and Chapter 774 of the Texas Health & Safety Code to contract with each other to provide emergency medical services; and

~~—~~**NOW, THEREFORE**, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

I. ~~I.~~—DEFINITIONS

The following words and phrases have the following meanings; unless the context clearly indicates otherwise:

1.1 ~~1.1~~—Automatic Aid means the immediate dispatch ~~on first alarms~~ of the closest appropriate resource to all ~~fire~~Delta and Echo designated incidents in either jurisdiction.

1.2 ~~1.2~~—Chief means Fire Chief or Fire Chief's designee.

1.21.3 ~~1.2~~ Mutual Aid means the Parties will assist one another by furnishing personnel, equipment, or expertise ~~in a specified manner for EMS assistance~~ from the other only when the Requesting Agency is depleted ~~of EMS transport units and/or in need of a specialized resource~~ from appropriate resources the other Agency ~~has EMS transport units available.~~ The Fire Chief or designee will approve such requests.

1.31.4 ~~1.3~~—Requesting Agency means the Party requesting assistance.

1.41.5 ~~1.4~~—Responding Agency means the Party providing assistance.

1.6 ~~II.~~—PROVIDINGResponsible Party means any individual, company, organization, or entity that is responsible for causing an emergency response or mitigation for a hazmat release or technical rescue to include:

a. Current owner and operator of a facility or site,

b. Past owner and operator of a facility at the time hazardous wastes were disposed,

c. Generator and/or entity that arranges for the disposal or transport of the hazardous substance, and/or

d. Transporter of hazardous waste that selected the site where the hazardous substances were brought.

II. PROVIDING AID-

2.1 ~~2.1~~—The Parties agree to cooperate in providing aid with fire and EMS personnel for fire service, EMS, ~~special~~technical rescue response, hazardous materials response, securely sharing sensitive and non-sensitive information and records, and providing additional resources and equipment outside their jurisdictions, subject to availability and the Chief's discretion.

2.1.1. ~~2.1.1. Requesting Aid.~~ The Requesting Agency's Chief ~~has requested~~or designee should request aid, including the amount and type of equipment and/or resources ~~and as well as the~~ number of ~~requested~~personnel, and the specific dispatch location, ~~and a reasonable estimate of time the assistance is needed.~~

2.1.2. ~~2.1.2. Providing Aid.~~ The Providing Agency's Chief or designee, in his or her sole discretion, has determined sufficient personnel, equipment, and resources ~~that~~ are available for the specific assignment, and the health, safety, or welfare of the Responding Agency's citizens will not be endangered by dispatching personnel or equipment or resources outside of the Responding Agency's jurisdictional limits.

2.2 ~~2.2—Fire Service~~Automatic Aid Response: ~~to Fire and Emergency Medical Services.~~

a. ~~Automatic Aid.~~ Each Party will respond with Automatic Aid for any call for service from the other Party's jurisdiction for ~~fire service.~~ Delta or Echo responses as determined by the dispatch center.

b. ~~—Mutual Aid Response to Fire~~ **Service Billing.** ~~No Party will invoice the other Party for normal or routine fire service responses.~~

2.3 ~~2.3—~~and Emergency Medical Services ~~Response.~~

a. ~~—Mutual Aid Calls.~~ Each Party will request Mutual Aid response for ~~EMS call~~Omega, Alpha, Bravos, and Charlie level calls for service from the other Party's jurisdiction only when the requesting jurisdiction has no available ~~EMS transport~~appropriate units available, and the responding agency has ~~reserve~~the capacity to provide assistance ~~while maintaining adequate response capability and the Chief authorizes the response.~~

2.4 ~~b.~~ **—EMS Charges.** ~~Mutual and Automatic Aid responses are intended to serve reimbursement~~

a. ~~public purpose and benefit both Parties. Both jurisdictions.~~ Each jurisdiction will charge and collect, from the patient, appropriate fees as defined by the respective ordinances for EMS services through ~~the standard established~~ billing and collection process. ~~No Party processes.~~ An average minimum financial collection of \$240.00 per transport will invoice the other Party set a minimum annual collection threshold for EMS responses each jurisdiction to compensate the Responding Agency. If the average minimum threshold received by a Responding Agency is unmet through collections from patients 180 days after the end of the fiscal year, the jurisdiction receiving aid will reimburse the Responding Agency the difference to reach the minimum threshold standard.

~~2.42.5~~ **2.4—Special Response Teams.**

a. ~~a.~~ **—College Station Hazmat Response.** College Station will invoice any ~~responsible parties~~ Responsible Party for a Hazmat ~~response~~Response. If Bryan is the ~~responsible party~~Responsible Party, College Station will invoice Bryan only for supplies and consumables.

College Station will not invoice Bryan for personnel time related to a Hazmat ~~response~~Response.

- b. ~~b.~~ **Bryan Technical Rescue Response.** Bryan will invoice any ~~responsible parties~~Responsible Party for a Technical Rescue Response. If College Station is the responsible party, Bryan will invoice College Station only for supplies and consumables. Bryan will not invoice College Station for personnel time related to a Technical Rescue Response.-

III. ~~III.~~—PARTY RESPONSIBILITIES

3.1 ~~3.1~~—**Funds.** The Responding Agency provides aid with available funds from current revenues. ~~No~~Neither Party is liable for failing to expend unbudgeted funds to provide ~~Aid~~aid.

~~3.2~~—

3.2 Command. Responding personnel are under the command of the Requesting Agency's Chief, have the same powers ~~of~~as the Requesting Agency's personnel, and are deemed acting as personnel of the Requesting Agency regardless of compensation when responding to an incident. At no time will the Responding Agency's employees be considered employees of the Requesting Agency.

3.3 ~~3.3~~—Authority. Personnel have the same fire and emergency medical services authority as if acting in their jurisdiction, and no other oath, bond, or compensation ~~need~~needs to be made or posted.

3.4 ~~3.4~~—Communication. Communication between the Parties is determined by the Requesting Agency's officer in command of the incident. When practical, the primary means of communication shall be by telephone or two-way radio communications, either mobile-to-mobile or mobile-to-base, with the Requesting Agency providing communication center coordination. Routine day-to-day communications for aid are done by the most practical means.

3.5 ~~3.5~~—Release of Aid. The Responding Agency's personnel will ~~release their personnel after~~be released by the Requesting Agency when they are no longer needed. The Chief of the Responding Agency may at any time, in the Chief's sole discretion, withdraw the Responding Agency's aid or discontinue participation in any response.

3.6 ~~3.7~~—Compensation. Responding Agency personnel will receive compensation and benefits from the Responding Agency. Personnel must receive the same wage, salary, pension, and any other compensation and benefits, including but not limited to, injury or death benefits, workers compensation benefits, and reasonable travel expenses as though they were responding in Responding Agency's jurisdiction.

3.7 ~~3.8~~—Vehicles, Equipment, and Supplies. Each ~~party~~Party will be responsible for the purchase, maintenance, and replacement of that ~~party's~~Party's vehicles, equipment, resources, and supplies.

3.8 ~~3.9~~—Term and Termination. The initial Agreement term is one (1) year. The Agreement will automatically renew for successive one (1)~~-~~year terms after the initial term, until terminated. Any Party wanting to terminate this Agreement must provide written notice to the other Party no less than thirty (30) days before the termination date.

IV. ~~IV.~~—GENERAL TERMS

4.1 ~~4.1~~—Interlocal Cooperation Act. The Parties to this Agreement are local governments as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas. No separate legal entity is created by this Agreement.-

4.2 ~~4.2~~—Amendment. The terms and conditions of this Agreement may be amended upon written mutual consent of each governing body.-

4.3 ~~4.4~~—Hold Harmless. To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents, or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of each Party's employees. Notwithstanding any other terms in this

Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

4.4 ~~4.5~~ **Insurance.** The Parties must maintain statutory workers' compensation coverage on each Party's employees, and each must carry additional insurance against public liability for injury to persons including-

death and property damage arising out of or in connection with this Agreement. Limits of liability of such insurance policies shall be in an amount not less than **\$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate.**

4.44.5 4.6—Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

4.54.6 4.7—Venue and Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

4.64.7 4.8—Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent ~~that~~ they have authorization to sign on behalf of their respective governmental bodies.

4.74.8 4.9—Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused, unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to ~~or~~ waiver of, or excuse of any other different or subsequent breach.

4.84.9 4.10—Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

4.94.10 4.11—Multiple Originals. It is understood and agreed ~~that~~ this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.-

4.104.11 4.12—Effective Date. This Agreement is effective when signed by the last ~~party~~ Party signing, thereby making the Agreement fully executed.

4.114.12 4.13—Prior Agreement. On the Effective Date, this Agreement will terminate the previous ~~Interlocal Agreement Emergency~~ Automatic Mutual Aid Agreement dated July 25, 1997.

4.124.13 4.14—Notice. Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day- -to-day communication by the Parties' staff may be by any other means of sufficient communication.

COLLEGE STATION

Fire Chief
~~College Station Fire Department~~
~~PO Box 9960~~
~~College Station, Texas 77840~~

Automatic Aid and
Mutual Aid ILA

with copy to:
City Manager
~~City of College Station~~
~~PO Box 9960~~
~~1101 Texas Avenue South.~~

College Station, Texas 77842-

BRYAN

Fire Chief

Bryan Fire Department
301 South Texas Avenue
Bryan, Texas 77803

with copy to

City Manager

City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

COLLEGE STATION

Fire Chief

College Station Fire Department

P.O. Box 9960

College Station, Texas 77840

with copy to:

City Manager

City of College Station

P.O. Box 9960

1101 Texas Avenue South.

College Station, Texas 77842

BRYAN

Fire Chief

Bryan Fire Department
330 W William Joel Bran Pkwy
Bryan, Texas 77803

with copy to

City Manager

City of Bryan
P.O. Box 1000
Bryan, Texas 77805

[Signature Pages Follow]

EXECUTED this _____ day of _____
_____, 2022 _____, 2023 by **City of**
College Station.

**CITY OF COLLEGE
STATION**

By:

By:

Mayor

ATTEST: _____

APPROVED-

**City Secretary
Manager**

City

City Attorney

Assistant City Manager/CFO-

