

May 15, 2023

Item No. 9.6.

College Station and Bryan Fire and EMS Automatic Aid and Mutual Aid Interlocal Agreement

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 EMS automatic and mutual aid.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends approval of the interlocal agreement between the City of College Station and the City of Bryan for Fire/EMS automatic and mutual aid with the proposed reimbursement clause.

Summary: The City of College Station has been in discussions with the City of Bryan since June 2021 regarding revision of the 1997 automatic aid agreement for fire and EMS services between the City of College Station and the City of Bryan fire departments. Council direction from March 9, 2023 was to continue negotiations with the City of Bryan to establish an ILA that included an annual financial adjustment in alignment with the EMS contract with the Brazos County. This proposed ILA will reduce the reliance on City of College Station EMS resources by the City of Bryan and provides for an annual financial payment of \$550 per EMS run difference between aid given and received.

Budget & Financial Summary: None

Attachments:

1. College Station Bryan Fire EMS ILA 2023 FinalV2

**COLLEGE STATION AND BRYAN
FIRE AND EMS 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 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 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 Chief approves Mutual Aid 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 person, company, organization, or entity responsible for causing an emergency response or mitigation for a hazmat release or technical rescue including, but not limited to:
 - a.** Current facility or site owners or operators,
 - b.** Past facility or site owners or operators when hazardous materials were disposed,
 - c.** Generators or entities arranging for the disposal or transport of hazardous materials, or

- d. Hazardous materials transporters selecting the site where the hazardous materials are 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.

- a. **Requesting Aid.** The Requesting Agency's Chief 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.
- b. **Providing Aid.** The Providing Agency's Chief 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.

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

2.3 Mutual Aid Response to Fire and Emergency Medical Services.

Mutual Aid. Each Party will request Mutual Aid response for Omega, Alpha, Bravo, and Charlie level calls for service from the other Party only when the Requesting Party has no appropriate units available and the Responding Agency has the capacity to provide assistance.

2.4 EMS Mutual and Automatic Aid Reimbursement.

- a. **Payment.** Within sixty (60) days after each fiscal year, the Responding Agency providing more EMS Mutual and Automatic Aid runs will invoice the other Party for the difference in runs in the amount of \$550 per run.
- b. **Invoice.** The invoice shall include appropriate and reasonable supporting documentation, including CAD incident, medical report numbers for each run, and other information as agreed to by the Parties, for the number of runs completed during the invoiced period. Upon receipt and acceptance of the amount based on the agreed upon supporting documentation, the Party required to make payment shall pay the invoice within thirty (30) days of receiving the invoice.
- c. **EMS Run.** For reimbursement purposes, an EMS run is a single EMS request for assistance when the Responding Agency's ambulance arrives on location and personnel provide medical assistance beyond initial assessment to the patient and complete a medical report.

- d. Maximum Amount.** The maximum EMS Run amount shall not exceed \$550 per run.
- i. Example: If Responding Agency A makes 100 runs in a fiscal year into the other jurisdiction and Responding Agency B makes 80 runs into the other jurisdiction, then Responding Agency A invoices Responding Agency B for 20 runs. The calculation is: 20 runs x \$550 = \$11,000 (amount Responding Agency A invoices Responding Agency B).

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
1101 Texas Ave.
College Station, Texas 77842

with copy to:

City Manager

City of College Station
P.O. Box 9960
1101 Texas Ave.
College Station, Texas 77842

BRYAN

Fire Chief

Bryan Fire Department
330 W. William Joel Bryan 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:

Bobby Gutierrez, Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Lynne Stratta, City Secretary

Thomas A. Leeper, City Attorney