

INTERLOCAL AGREEMENT FOR AUTOMATIC AID ASSISTANCE
FOR FIRE DEPARTMENT SERVICES BETWEEN
THE CITY OF ROUND ROCK, TEXAS AND
THE WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

This Interlocal Agreement ("Agreement") is made and entered into by and between the CITY OF ROUND ROCK, TEXAS ("Round Rock"), a home-rule municipal corporation of the State of Texas, and the WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2, ("WCESD #2") a political sub-division of the State of Texas. Round Rock and WCESD #2 are herein referred to as the "Parties."

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, Round Rock and WCESD #2 mutually desire to be subject to the provisions of the cited Interlocal Cooperation Act, specifically with reference to Section 791.006(a), 791.006(a-1), 791.006(d), 791.011(a), 791.011(c)(2), 791.011(d), 791.011(e), and 791.011(f); and

WHEREAS, Round Rock's fire department responds to all Priority 1 medical calls, structure fires, and motor vehicle accidents within its service area; and

WHEREAS, WCESD #2 fire department (also known as Sam Bass Fire Rescue) responds to all Priority 1 medical calls, structure fires, and motor vehicle accidents within its service area; and

WHEREAS, it is the desire of Round Rock and WCESD #2 to join in this Agreement to coordinate dispatching and response to emergencies requiring a response from the Parties' respective fire departments; and

WHEREAS, the joint operation of stated services would be mutually beneficial and not detrimental to Round Rock; and

WHEREAS, the joint operation of stated services would be mutually beneficial and not detrimental to WCESD #2; and

WHEREAS, the Parties intend that the automatic aid described in this Agreement requires the response of equipment to the area for structure fires, Priority 1 medical calls and motor vehicle accidents. The Parties understand and agree that, although automatic aid does not ensure that a Party's community will receive the exact same amount of assistance as it gives, it does mean that the Parties will provide some assistance outside their jurisdictional boundaries and that the level of service delivered will be comparable to the level of service in the other areas served by the Parties; and

WHEREAS, it is further the determination of each of the Parties hereto that the decision to enter into this Agreement constitutes a fundamental policy of the Parties hereto which is automatic in nature, and includes the determination of the proper use of resources available with respect to the providing of fire protection services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Description of the Automatic Aid Coverage. The area that is the subject of this Agreement is the unincorporated and incorporated areas of the Round Rock Fire Department service area and the WCESD #2 service area (the “Automatic Aid Coverage” or the “AAC”).
2. Protocol for Responding to Calls for Fire Services in the AAC. The Parties agree that within the AAC the following standard service criteria shall be the primary response system protocol for assistance in responding to calls for service that are within the standard scope of services provided by the fire departments of the Parties:
 - A. The Parties agree that when a call for assistance occurring within the AAC is received from the respective Dispatch/Communication Center, each Party will dispatch the response following the dispatching sequences identified, agreed to, and loaded on each Parties Computer Aided Dispatch system and specifically identified to respond under this Agreement. If resources are not available to respond to the call, then the Party who cannot respond shall have the duty to immediately notify the other Party.
 - B. The Parties will each use an incident management system that follows the National Incident Management System (NIMS), and minimum company standards (basic evolutions used in the fire service), for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures.
 - C. The Parties will each use a personnel accountability system that is in accordance with the National Fire Protection Association (NFPA) requirements. Failure to implement and utilize a working accountability system in accordance with NFPA in either Party’s jurisdiction shall be cause for immediate release of AAC fire companies with notification of such actions made directly to the Fire Chiefs.
 - D. Each Party shall each retain ownership of any equipment or property it brings to the performance of this Agreement, and each Party shall retain ultimate control of its employees.
 - E. The Parties agree that the “time of dispatch” shall be the point in time at which the Dispatch/Communication Center has notified a station (or a responding unit if

out of station) of the call through the station alert system, pager, radio, phone, or MDT/MCT.

- F. The Parties agree that “response time” shall be measured from the time of dispatch to time of arrival-on-scene.
 - G. Except as otherwise specifically agreed to by both Parties for particular incidents, neither Party shall be reimbursed by the other Party for any costs incurred in responding to an emergency in the AAC. In the event of declared disasters, participants may apply for reimbursement from county, state, and federal agencies.
- 3. Effect of this Agreement on the Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement. Calls for service outside the boundaries of the AAC will be considered calls for mutual aid under the separate Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement between the Parties, under which Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement a response to a request for aid is at the sole discretion of the Party in whose jurisdiction the response is required. To the extent there is a conflict between this Agreement and the Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement to which both Parties are subject, the provisions of the Williamson County Fire Chiefs Association Mutual Aid Fire Protection Agreement shall be subordinate to this Agreement in the AAC. In addition, nothing in this Agreement shall limit the ability of either Party from agreeing to participate in more specific contracts or 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 the Agreement.
 - 4. Compatibility of Equipment. To ensure compatibility of equipment, the Parties shall work together to develop and maintain a mutually agreed-upon inventory of equipment based upon minimum NFPA standards and Insurance Service Office (ISO) standards. The Parties agree that AAC responding engines and ladders shall have an agreed-upon staffing level.
 - 5. Joint Training. The Parties shall work together to identify opportunities to participate in joint training, including entry-level training, mini-academies, refresher and systems training. Joint training exercises may be conducted as needed. Such exercises will be coordinated and observed by the respective training staffs of the Parties for the purpose of maintaining coordination in firefighting procedures, dispatching, and communications.
 - 6. Cooperative Procedures and Protocols. The Parties shall work together to develop mutually acceptable cooperative procedures and protocols, consistent with the terms of this Agreement, and with the NFPA and ISO recommendations. Such protocols shall include provisions for standardized response criteria, and may also include protocols regarding communications coordination, training, health and safety, fire prevention,

public education, fire investigations, and other activities that will enhance the ability of the Parties' fire departments to fulfill their missions.

7. Incident Reporting. Each department will be responsible for obtaining needed information to complete fire reports for incidents within its respective jurisdiction. Assisting fire departments will cooperate with jurisdictional departments to provide necessary information. The following guidelines will be followed for emergency incident reporting:
 - A. A National Fire Incident Reporting System (NFIRS) report will be completed for each incident by each Party providing response to the incident scene.
 - B. The Party that receives AAC will complete a NFIRS report and show "Auto Aid Received."
 - C. The Party giving AAC must complete the necessary portion of the NFIRS report and show "Auto Aid Given."
8. Liability. The Parties agree that the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, or any supplement thereto, shall be the act of the Party performing such acts. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual Party performing such acts to the extent permissible by law. This shall specifically include, but not be limited to, the payment of all court costs, expenses, and attorneys' fees resulting from any such litigation. Each Party shall only be responsible for damages, injuries, or death to its employees and volunteers while performing services under this Agreement. A Party shall not be liable for benefits or any other compensation for injuries or death of the other Party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from or at the scene of a call or emergency.

Specifically citing Texas Government Code Section 791.006(a-1), the Parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the Party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual Party performing such acts. This shall specifically include, but not be limited to, the payment of all court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The Parties agree that the assignment of liability described in this Section 8 is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

9. No Third Party Beneficiaries. 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, except as specifically set forth herein.
10. Term. This Agreement shall commence upon signing by the Parties and shall continue in force until December 31, 2023, and shall automatically renew annually each following year unless either party desiring not to renew this Agreement furnishes written notice to the other party of its desire not to renew this Agreement sixty (60) days prior to renewal date.
11. Termination. Notwithstanding anything stated herein to the contrary, either Party may terminate this Agreement without cause by giving sixty (60) days' written notice to the other Party. This Agreement may not be modified, or amended without the agreement of both Parties.
12. No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.
13. Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
14. No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.
15. Five Year Review. This Agreement shall be reviewed by all Parties every five (5) years or as deemed necessary.
16. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
17. Governing Law and Venue. The Parties agree that this Agreement and all disputes arising there under shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.
18. Notices. All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a

recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such recipient at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, addresses for all notices are as follows (unless changed by similar notice in writing given by the particular entity whose address is to be changed):

City of Round Rock

Attn: City Manager
Address: 221 E. Main Street
Round Rock, Texas 78664
Phone: (512) 218-5410

With copy to:

Stephanie L. Sandre, City Attorney
309 E. Main Street
Round Rock, Texas 78664

Williamson County Emergency Services District No. 2

Attn: Fire Chief
16248 Great Oaks
Round Rock, Texas 78681
Phone: (512) 255-0100

19. Default. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.
20. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.
21. Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

22. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.
23. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.
24. Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.
25. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.
26. Dispute Resolution. If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the Fire Chief of Round Rock and to the Fire Chief of WCESD #2. Round Rock and WCESD #2 hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.
27. Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.
28. Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.
29. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.
30. Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

[Signatures on the following pages.]

APPROVED by the City Council, City of Round Rock, Texas, in its meeting held on the _____ day of _____, 2023, and executed by its authorized representative.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

FOR CITY, ATTEST:

Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

Stephanie L. Sandre, City Attorney

APPROVED by the Williamson County Emergency Services District No. 2 Board of Commissioners in its meeting held on the ____ day of _____, 2023, and executed by its authorized representative.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 2

By: _____
President, Board of Commissioners

FOR WCESD #2, ATTEST:

Secretary, Board of Commissioners