

EXHIBIT

"A"

**AUTOMATIC AID AGREEMENT
BETWEEN EMERGENCY SERVICES DISTRICTS OF
TRAVIS AND WILLIAMSON COUNTIES AND
THE CITIES OF AUSTIN, LEANDER, CEDAR PARK, ROUND ROCK AND
GEORGETOWN**

STATE OF TEXAS)(

)(

COUNTY OF TRAVIS)(

This Agreement ("**Agreement**") is entered into between the Cities of Austin, Leander, Cedar Park, Round Rock and Georgetown ("Cities"), each a home – rule municipal corporation, and the Emergency Service Districts ("ESDs") located in Travis and Williamson Counties, Texas whose signatures are affixed below, (all signatories to this Agreement are hereinafter sometimes referred to as the "parties" or singularly as a "party," whether or not capitalized) to provide services and to perform functions that are mutually beneficial to the contracting parties and the residents of their respective jurisdictions.

RECITALS

The ESDs and the fire departments of the Cities currently provide fire protection and other types of emergency response services in their respective jurisdictions or service areas.

Some of the ESDs and the Cities have previously cooperated with each other in the provision of emergency and fire protection services through mutual aid or first responder contracts, and all of the ESDs and the Cities agree that the additional parties which are entering into this Agreement provide for a more comprehensive arrangement for the provision of emergency services in the metropolitan area covered by all the participating jurisdictions.

The ESDs and the Cities desire to augment resources and capabilities within the geographic boundaries of their respective service areas by responding and dispatching emergency calls on an automatic assistance basis so that the nearest available unit responds to the incidents specified in this Agreement, regardless of the jurisdiction involved.

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

TERMS

Purpose

The purpose of this Agreement is to provide for assistance to the Cities and the ESDs, to efficiently enhance the capabilities and coordination of each party's ability to protect lives and

property. The original partner agencies in an Automatic Aid Agreement commenced in 2013 (the "**2013 Automatic Aid Agreement**") were the City of Austin and Travis County ESDs No. 2, No. 3, No. 6, No. 9, No. 10, and No. 11. However, all other emergency services districts in Travis County subsequently became parties to the 2013 Automatic Aid Agreement. It is the intent of the parties hereto to include the other ESDs and the other Cities, as they meet certain standards generally described in part 5 of the "Responsibilities" section of this Agreement, and request inclusion in this Agreement. Additional parties may join this Agreement as set forth in part 9 of the "General" section of this Agreement.

The parties, by and through their respective fire chiefs, have established Auto-Aid Operational Guidelines that address strategy, tactics, and performance during an emergency situation. The Auto-Aid Operational Guidelines agreed and in effect at the commencement of this Agreement are attached hereto as **EXHIBIT A**. The Auto-Aid Operational Guidelines will be reviewed and may be revised annually by the Fire Chiefs of participating parties, and agreed amendments shall be initialed and dated on behalf of each party and appended to this Agreement. At least 75% of all participating parties must agree to any changes for them to be placed into effect. In performing its obligations pursuant to this Agreement, each of the parties shall be bound to comply with the then current Auto-Aid Operational Guidelines.

Definitions

- "Automatic Aid" is an agreement between jurisdictions to respond the nearest available unit(s) to mitigate an emergency situation.
- "Emergency Situation" is a fire, rescue, medical emergency, or other emergency in which lives or property are threatened, specifically excluding hazardous materials incidents.
- "Service Areas" are shown on the maps in Attachment A.
- "Mutual Aid" is an agreement between jurisdictions to respond to any emergency situation when requested. Resources are dispatched after an official of the requesting agency asks for assistance from an official of the responding agency, and the responding agency official acknowledges the request, determines available resources to be sent to the requestor, and accepts the request, whether under written agreement between the affected parties or other applicable law.
- "Nearest Available Unit" shall mean that unit of any party that meets the requirements of that type of emergency situation and is capable of responding most quickly to call. A party shall respond only to the extent that a unit is readily available.

Term

1. The term of this Agreement is from the Effective Date (as defined below) until September 30th following the Effective Date _____ to _____. The Agreement will automatically renew for a one year period (subject to other termination provisions of this Agreement) on October 1st of each successive year (a "**Renewal Date**") as to each party that does not provide written notice to all other parties of an intention not to renew not later than thirty (30) days prior to the applicable Renewal Date.

2. If a party chooses not to renew this Agreement, that decision has no effect on the validity and continuing applicability of this Agreement on the remaining parties.
3. Should a party choose not to renew this Agreement, its legal responsibilities to and obligations under this Agreement shall cease on the day before the applicable Renewal Date, except for any financial obligations incurred hereunder prior to non-renewal. Should a party exercise its right to terminate for convenience with notice one hundred twenty (120) days prior to such termination as provided in this Agreement, its legal responsibilities to and obligations under this Agreement shall cease as of the properly noticed termination date, except for any financial obligations incurred hereunder prior to termination.

Responsibilities

1. The parties agree to automatically dispatch the nearest available unit(s) to the scene of an emergency situation within the automatic aid agreement service area.
2. Parties have the right to dispatch the nearest available unit(s) based on current, complicated, or exceptional conditions (e.g., widespread tornado damage, wildfires, explosions).
3. Time on Scene – As soon as possible after the emergency situation is stabilized, all outside jurisdictions are to be released. An automatic aid response is considered the first operational period of twelve (12) hours, and after twelve (12) hours, any response hereunder will be considered a mutual aid response and subject to reimbursement, as provided by law or written agreement. Nothing in this Agreement shall preclude any party from seeking reimbursement of expenses from third parties, or other appropriate entities, including, but not limited to, local, state or federal government agencies, as appropriate. Nothing in the Agreement obliges a party responding to an emergency situation hereunder to remain on scene for more than the first operational period.
4. The response of one party into another party's jurisdiction is based on Auto - Aid Operational Guidelines found in **EXHIBIT A**. Among other things, the guidelines may cover the following:
 - Response.
 - Staffing.
 - Training.
 - Certifications of Personnel.
 - Reimbursement.
 - Equipment and Apparatus.
 - Dispatch Protocols
 - Funding for Training and Certifications.

General

1. Each party shall be responsible for 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 to or death of any other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services under this Agreement when en route to, en route from, or at the scene of a call or emergency situation.
2. Specifically citing Texas Government Code Section 791.006(a-1), the parties agree that, for purpose 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 liability on the basis of 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 court costs, expenses, and attorney's fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described by this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.
3. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, modify or alter, nor shall be deemed to waive, modify, or alter, any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.
4. The parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.
5. Calls outside the service area for automatic aid shall be considered requests for mutual aid and responses may be undertaken at the sole direction of the assisting party.
6. This Agreement supersedes any previous automatic aid agreement between the parties. Any previous statement or understanding regarding automatic aid not included in this Agreement shall be of no force or effect until executed as an amendment to this Agreement.
7. On an annual basis, each party will report to the Capital Area Fire Chief's Association ("CAFCA") on its status regarding any failures to achieve the goals of this Agreement or the attached Auto-Aid Operational Guidelines, along with a plan to reach compliance.
8. Should a party fail to comply with the terms and conditions of this Agreement or the attached Auto-Aid Operational Guidelines, as amended from time-to-time, after ten (10)

days written notice from CAFCA to the defaulting party, that party's participation in this Agreement will immediately be terminated upon majority vote of the remaining parties.

9. Upon written request by a non-party ESD or municipality, a majority of current parties, by and through their respective fire chiefs, may agree to accept the requesting ESD or municipality as a party to this Agreement, subject to approval by the requesting ESD or municipality's governing body or city council. Approval of the city councils and the governing bodies of the current parties to the Agreement is not required for acceptance of any requesting ESD or municipality to be an additional party to this Agreement.
10. A party may terminate its participation in this Agreement, with or without cause, upon not less than one hundred twenty (120) days written notice to the other parties. A party's decision to terminate its participation in this Agreement has no bearing on the validity and continuing applicability of this Agreement to the remaining parties. Notice shall be provided by certified mail, return receipt requested, at the following addresses:

Cities Addresses

City of Austin
City Attorney
City Hall
301 West 2nd Street, 4th Floor
Austin, TX 78701

Chief, Austin Fire Department
City of Austin
4201 Ed Bluestein Blvd
Austin, TX 78721

City of Round Rock
City Attorney, City Hall
221 East Main Street
Round Rock, TX 78664

Chief, Round Rock Fire Department
City of Round Rock
203 Commerce Blvd.
Round Rock, TX 7866

City of Leander
City Attorney, City Hall
PO BOX 319
Leander, TX 78646

Chief, Leander Fire Department
City of Leander
101 E. Sonny Drive
Leander, TX 78641

City of Cedar Park
City Attorney, City Hall
450 Cypress Creek Road
Cedar Park, TX 78613

Chief, Cedar Park Fire Department
City of Cedar Park
450 Cypress Creek Road, Building 6
Cedar Park, TX 78613

City of Georgetown
City Attorney, City Hall
808 Martin Luther King Jr. St.
Georgetown, TX 78626

Chief, City of Georgetown
City of Georgetown
3500 DB Wood Rd.
Georgetown, TX 78628

Travis County ESD Addresses

<u>ESD #</u>	<u>Board President Address</u>	<u>Fire Chief Address</u>
1	20624 FM 1431 Suite 5 Lago Vista, TX 78645	20624 FM 1431 Suite 5 Lago Vista, TX 78645
2	203 E. Pecan St. Pflugerville, TX 78660	203 E. Pecan St. Pflugerville, TX 78660
3	4111 Barton Creek Blvd. Austin, Texas 78735	4111 Barton Creek Blvd. Austin, Texas 78735
5	PO BOX 1239 Manchaca, TX 78652	PO BOX 1239 Manchaca, TX 78652
6	15304 Pheasant Ln. #100 Austin, TX 78734	15304 Pheasant Ln. #100 Austin, TX 78734
8	801 Bee Creek Road Spicewood, TX 78669	801 Bee Creek Road Spicewood, TX 78669
9	PO Box 162170 Austin, TX 78716	PO Box 162170 Austin, TX 78716
10	353 S. Commons Ford Austin, TX 78733	353 S. Commons Ford Austin, TX 78733
11	PO BOX 1043 Del Valle, TX 78617	PO BOX 1043 Del Valle, TX 78617
12	PO BOX 846 Manor, TX 78653	PO BOX 846 Manor, TX 78653
14	15406 FM 2769 Volente, TX 78641	15406 FM 2769 Volente, TX 78641

Williamson County ESD/ Fire Department Addresses

1 9218 Anderson Mill Road
Austin, TX 78729

3 PO BOX 175
Hutto, TX 78634

Sam Bass Fire Department
16248 Great Oaks Drive
Round Rock, TX 78681

11. Each of the parties agrees that in the event of a dispute arising out of this Agreement with another party, the parties shall first attempt resolution through mediation by a mediator mutually agreed among the disputing parties.
12. This Agreement supersedes the 2013 Automatic Aid Agreement, which shall no longer be in effect as of the Effective Date of this Agreement.

Entered into to be effective as to each executing party on the date (the "Effective Date") all of the Travis County ESDs and the City of Austin have executed this Agreement.

Signature Lines

Jurisdiction	Title	Printed Name	Signature
City of Austin			
City of Round Rock			
City of Leander			
City of Cedar Park			
City of Georgetown			
Travis County ESD 1			
Travis County ESD 2			
Travis County ESD 3			
Travis County ESD 5			
Travis County ESD 6			
Travis County ESD 8			
Travis County ESD 9			
Travis County ESD 10			
Travis County ESD 11			
Travis County ESD 12			
Travis County ESD 14			
Williamson County ESD 1			
Williamson County ESD 3			
Sam Bass Fire Department			

Automatic Aid Agreement

Travis and Williamson County Agencies

Operational Guidelines

I. PURPOSE

To establish operational guidelines that will address the basic provision of emergency service response into the designated service areas identified within the Travis and Williamson County Automatic Aid Agreement(s).

II. BACKGROUND

Each agency participating in an Automatic Aid Agreement agrees that automatic aid provides for the most efficient and effective delivery of emergency response services to the citizens of our respective jurisdictions. While all jurisdictions have common hazards and challenges, there are characteristics and circumstances that can also make them unique and set them apart. Due to this, it is further agreed that each agency listed within this agreement may adopt their own Standard Operating Guidelines (SOGs) for incident response within their respective response jurisdiction(s).

However, all agencies must operate under an Incident Command System (ICS) that is National Incident Management System (NIMS) compliant as promulgated by the U.S. Department of Homeland Security. This will enable each of the participating agencies to provide the most appropriate and efficient response within their respective jurisdictions while also addressing the safety concerns of first responders. In order for there to be a core standard when it comes to an ICS, all agencies participating in this agreement agree to utilize the “Blue Card” certification system for Incident Command qualifications.

These guidelines shall be reviewed at least annually by the participating agencies. Any revisions shall require prior notification, review, and approval from all participating agencies.

III. DEFINITIONS

- “Automatic Aid” is an agreement between jurisdictions to respond the nearest available unit(s) to mitigate an emergency situation.
- “Certified Personnel” are certified as Structure Fire Protection – Basic (or higher) through the Texas Commission on Fire Protection (TCFP).
- “Staffing of Units” involves TCFP commissioned Firefighters. Cadets do not count towards staffing, nor should they be riding in apparatus in any other role other than as an observer (non-participant).

IV. PROCEDURE

A. Response

1. Each Authority Having Jurisdiction (AHJ) shall determine the appropriate response plans for the alarm types within their jurisdiction. Per the Automatic Aid Agreement, these response plans shall be rostered with the geographically closest and most resource appropriate unit(s) based upon resource typing within the Computer Aided Dispatch (CAD) system, regardless of jurisdiction. The first responding unit, regardless of resource type or jurisdiction, shall report directly to the scene, provide a size-up, and assume Incident Command.
2. All later arriving units shall do one of the following when responding into another agency’s jurisdiction:
 - a. Follow the SOGs for the jurisdiction to which they are responding (if known),
 - b. Follow the direction of on-scene Incident Command, or
 - c. Report out as staged (“staged”, “Level 1”, or “Level 2”) at an appropriate location and await assignment from Incident Command. This is the most appropriate action for a second or later arriving unit that is unfamiliar with the AHJ’s SOGs.
3. Regardless of jurisdiction, Incident Command shall have the authority to reduce/upgrade the response level (Code 1 or Code 3) of all incoming units and may cancel/upgrade the response of units based upon conditions found on scene. However, the AHJ may continue the response of a unit(s) if required by the AHJ’s SOGs.
4. When appropriate, the AHJ may assume Incident Command for all multi-unit responses. The arrival of the AHJ on the incident scene does not mean that

command should be automatically transferred to the AHJ. Command should only be transferred when the AHJ is completely aware of the position and function of crews operating at the scene and has an understanding of the overall Incident Action Plan (IAP).

5. In jurisdictions where medical emergencies are not prioritized, responses shall be handled by the geographically closest available unit. In jurisdictions where medical emergencies are prioritized, the geographically closest available unit shall only respond to priority 1 through 3 call types. Priority 4 and 5 call types shall be handled by the AHJ.
6. This automatic aid agreement shall cover only the first twelve (12) hours of an event. After twelve (12) hours the involved agencies may request reimbursement as outlined within section III E of this document.

B. Staffing

Although preferred staffing for Engine and Ladder Companies is four (4) personnel, each agency shall determine the appropriate personnel staffing numbers for their respective units. However, in order for units to be available to be resourced into the response plans of another agency's jurisdiction, the following criteria must be met:

1. Engine Companies shall be staffed with a minimum of three (3) certified personnel per the certification requirements listed within section III D of this document.
2. Ladder Companies (aerial devices) shall be staffed with a minimum of three (3) certified personnel per the certification requirements listed within section III D of this document.
3. Units with less than three certified personnel assigned may not be resourced as an Engine or Ladder company within another agency's response plans.
4. Squad response vehicles shall be staffed with a minimum of two (2) personnel and are resourced as medical capable response vehicles.

C. Training

Neighboring AHJs should train together as often as possible (recommended quarterly), to assure comfort and conformity with the SOGs of the other agency(s). The goal of this training is to provide consistent, efficient, effective, and safe operations on the emergency scene.

1. Agencies shall cooperatively develop and deliver continuing education (CE) appropriate to their jurisdiction
2. Participate in both formal and impromptu cross-agency multi-company drills
3. Maintain both agency and state required CEs

D. Certifications of Personnel

(AHJ shall have a clearance process for members operating in a higher class role. The credentialing of positions below is for those promoted to the specified rank.)

1. Firefighter Rank:
 - a. Texas Commission on Fire Protection (TCFP) Structure Fire Protection – Basic or higher-level certification
 - b. EMT-Basic or higher-level certification
 - c. Blue Card Terminology training
 - d. NIMS 100, 200, 700, and 800 certifications
 - e. Preferred qualifications:
 - i. National Wildfire Coordinating Group (NWCG) Wildland Firefighter Type II
2. Driver/Apparatus Operator
 - a. All lower-rank certifications and;
 - b. Minimum of one (1) year experience as a full-time paid firefighter
 - c. State of Texas Class A, B, or B Exempt driver's license
 - d. TCFP Driver/Operator certification
 - e. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. NWCG Wildland Firefighter Type I
 - iii. NWCG Engine Operator
3. Lieutenant
 - a. All lower-rank certifications and;
 - b. Minimum of two (2) years' experience as a Driver/ Apparatus Operator
 - c. TCFP Fire Officer I certification
 - d. NIMS 300,400, and 703 certifications
 - e. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. NWCG Engine/Crew Boss certification
4. Captain
 - a. All lower-rank certifications and;
 - b. Minimum of two (2) years' experience as a Lieutenant

- c. TCFP Fire Officer II certification
 - d. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. TCFP Structure Fire Protection – Intermediate or higher-level certification
 - iii. NWCG Strike Team/Taskforce Leader certification
5. Battalion Chief
- a. All lower-rank certifications and;
 - b. Minimum of two (2) years' experience as a company officer (Lieutenant or Captain)
 - c. Blue Card Incident Commander certification
 - d. Incident Safety Officer certification (TCFP, NFA, IFSAC, etc.)
 - e. Preferred qualifications:
 - i. TCFP Structure Fire Protection – Advanced or higher-level certification
 - ii. Associates or Bachelor's degree (fire service-related field)
 - iii. NWCG Strike Team/Taskforce Leader certification
6. Incident Safety Officer
- a. Minimum rank of Lieutenant and,
 - b. All Lieutenant rank requirements listed above
 - c. Incident Safety Officer certification (TCFP, NFA, IFSAC, etc.)
 - d. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. NWCG Engine/Crew Boss certification

E. Reimbursement

1. Agencies may bill each other for extended operations (beyond twelve (12) hours) on automatic aid events. The billing documentation must follow the same guidelines used for FEMA reimbursements and may include:
 - a. Labor cost for time actually assigned to the incident
 - b. Overtime calculations per FLSA
 - c. Fringe benefit costs
 - d. Apparatus and equipment usage
 - e. Costs for any materials used during the emergency event
2. Supporting documentation shall be required and standardized FEMA usage rates shall apply.

F. Equipment and Apparatus

1. Each AHJ shall standardize equipment as much as possible and should communicate any major equipment compatibility issues to their neighboring agency(s) and the Travis-Williamson County Automatic Aid Subcommittee.

G. Dispatch Protocols

1. Dispatching protocols shall be coordinated through each AHJ and their respective PSAPs. Response plans from each AHJ shall be distributed to the participating automatic aid agencies as well as to the Travis-Williamson County Automatic Aid Subcommittee.

H. Funding for Training and Certifications

1. AHJs may be eligible to receive funding for required training and certifications through CAFCA.

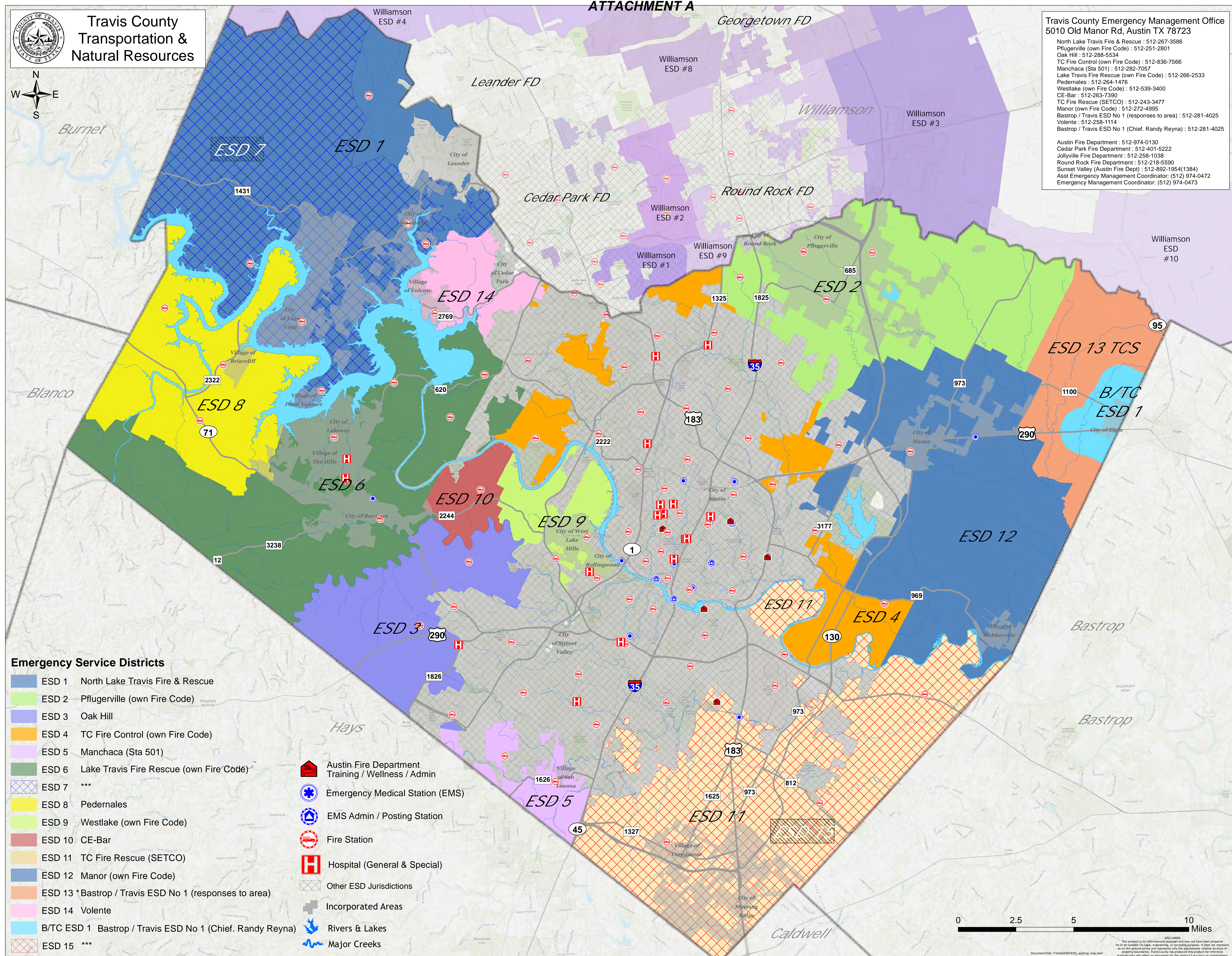


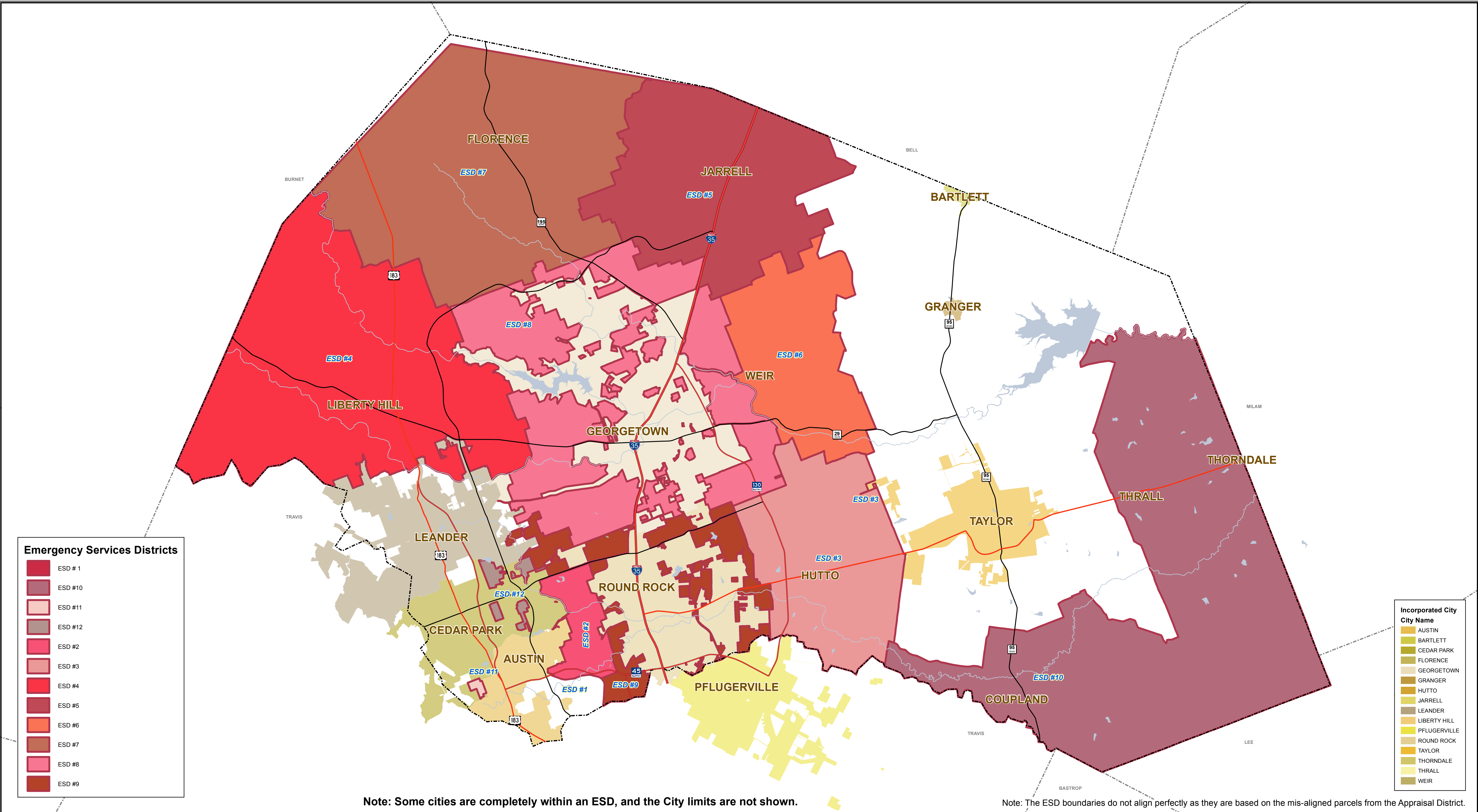
Georgetown FD

North Lake Travis Fire & Rescue : 512-267-3586
 Pflugerville (own Fire Code) : 512-251-2801
 Oak Hill : 512-288-5534
 TC Fire Control (own Fire Code) : 512-836-7566
 Manchaca (Sta 501) : 512-282-7057
 Lake Travis Fire Rescue (own Fire Code) : 512-266-2533
 Pedernales : 512-264-1476
 Westlake (own Fire Code) : 512-539-3400
 CE-Bar : 512-263-7390
 TC Fire Rescue (SETCO) : 512-243-3477
 Manor (own Fire Code) : 512-272-4995
 Bastrop / Travis ESD No 1 (responses to area) : 512-281-4025
 Volente : 512-258-1114
 Bastrop / Travis ESD No 1 (Chief. Randy Reyna) : 512-281-4025

Austin Fire Department : 512-974-0130
Cedar Park Fire Department : 512-401-5222
Jollyville Fire Department : 512-258-1038
Round Rock Fire Department : 512-218-5590
Sunset Valley (Austin Fire Dept) : 512-892-1954(1384)
Asst Emergency Management Coordinator: (512) 974-0472
Emergency Management Coordinator: (512) 974-0473

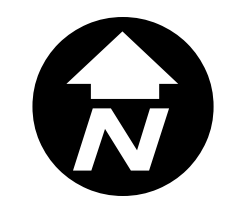
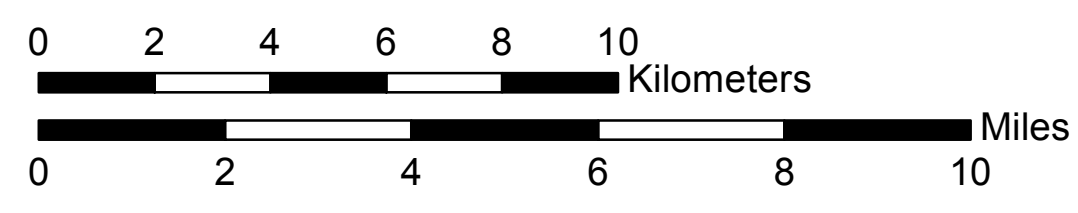
TRAVIS COUNTY EMERGENCY SERVICE DISTRICTS





Emergency Services Districts

Williamson County, Texas



DISCLAIMER - PLEASE READ:
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: 4/17/2019
DATA SOURCE: WCAD 03/25/2013
MAP AUTHOR: GIS Staff
MAP CONTACT: GIS Staff
Williamson County
301 SE Inner Loop Suite 107
Georgetown, TX 78626
gis@wilco.org