

INTERLOCAL AGREEMENT FOR FIRE SERVICES

THIS INTERLOCAL Agreement for Fire Services ("Agreement") is entered into by and between the City of Fort Worth, a home rule municipality in the State of Texas ("Fort Worth"), acting by and through, Charles Daniels, its duly authorized Assistant City Manager, and the City of Crowley, a home rule municipality in the State of Texas, acting by and through Billy Davis, its duly authorized Mayor.

WHEREAS, the governmental entities which are parties to this Agreement desire to enter into an agreement concerning mutual aid fire services; and

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code 791.006 specifically authorizes interlocal agreements for fire services;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

I. Services to be Performed.

The services to be performed under this Agreement are as listed in Attachment "A", which is attached hereto and considered apart hereof for all purposes. The services performed shall be subject to the Operating Provisions in Attachment "B", which is attached hereto and considered apart hereof for all purposes.

II. Costs Reimbursed.

Crowley and Fort Worth agree to reimburse each other for actual costs other than ordinary operating costs incurred by each other in the performance of this Agreement. Reimbursement shall be made on an incident-by-incident basis and shall be made subsequent to a submission of an invoice by the party incurring costs to the other party. Notwithstanding the above, each party shall be responsible for all costs associated with its own equipment, including damage and breakage.

III. Term of Agreement and Termination.

The term of this Agreement shall be for one year beginning upon approval by both parties and renewing automatically for additional one-year periods. Either party may terminate this Agreement upon sixty days' notice in writing to the other party.

IV. Liability.

Pursuant to Texas Government Code section 791.006(a-1), the parties to this interlocal agreement hereby assign liability for any civil liability that arises from the furnishing of services under this agreement as follows:

To the extent that immunity from suit is waived by the Texas Tort Claims Act, each party shall be solely responsible for any civil liability arising from the conduct of its own employees. Each party shall be solely responsible for any and all benefits applicable to its own employees, including but not limited to wage, salary, pension, worker's compensation, disability, and medical expenses.

The assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Texas Government Code section 791.006(a) which provides that the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services.

V. Independent Contractor.

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant or employee of the other. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

VI. Notice.

Unless otherwise provided herein, all notices required or permitted by this Agreement shall be made to the following addresses:

City of Fort Worth
City Manager's Office
Attn: Charles Daniels, Assistant City Manager
1000 Throckmorton St.
Ft. Worth, Texas 76102

With a copy to:

City of Fort Worth
City Attorney's Office
Attn: City Attorney
1000 Throckmorton St.
Fort Worth, Texas 76102

City of Crowley
Attn: Robert Loftin, City Manager
201 East Main St.
Crowley, TX 76036

With a copy to:

Attorney's Office
Attn: Rob Allibon
6000 Western Place, Suite 200
Fort Worth, Texas 76107

VII. Payments.

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying party.

VIII. Compliance.

Both parties shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

IX. Entire Agreement.

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

X. Amendments.

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both parties hereto and approved by appropriate action of the governing body of each party.

XI. Waiver.

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XII. Governing Law and Venue.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

XIII. Successors and Assigns.

Neither party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of Fort Worth and Crowley and their respective successors and permitted assigns.

XIV. No Third-Party Beneficiaries.

The provisions and conditions of this Agreement are solely for the benefit of Fort Worth and Crowley, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

XV. Severability.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

XVI. Force Majeure.

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

XVII. Contract Construction.

The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

XVIII. Captions.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

XIX. Right to Audit.

Crowley agrees that Fort Worth will have the right to audit the financial and business records of Crowley that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Crowley shall make all Records available to Fort Worth at 1000 Throckmorton Street, Fort Worth, Texas or at another location in the City of Fort Worth acceptable to both parties following reasonable advance notice by Fort Worth and shall otherwise cooperate fully with Fort Worth during any audit.

Fort Worth agrees that Crowley will have the right to audit the financial and business

records of Fort Worth that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Fort Worth shall make all Records available to Crowley at 201 E. Main Street, Crowley, Texas or at another location in the City of Crowley acceptable to both parties following reasonable advance notice by Crowley and shall otherwise cooperate fully with Crowley during any audit.

Notwithstanding anything to the contrary herein, this Section XIX shall survive expiration or earlier termination of this Agreement.

Executed this 3 day of October, 2013.

CITY OF FORT WORTH

ATTEST:

Charles Daniels, Assistant City Manager

By: _____
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Assistant City Attorney

CITY OF CROWLEY

By: Billy P. Davis
Mayor



By: Lisa Hansen
City Secretary, Lisa Hansen
Interim

ATTACHMENT "A"

I. MUTUAL AID RESPONSE (non-automatic)

A. Fort Worth:

Fort Worth Fire Department response to Crowley shall be on an "as needed basis" yet shall not exceed a normal one-alarm assignment as described by the Fort Worth Fire Department. All such responses are subject to availability of personnel and equipment, and shall be limited to assistance within Crowley city limits.

B. Crowley:

Crowley Fire Department response to Fort Worth shall be on an "as needed basis" and shall include one engine/quint staffed with a minimum of 3 paid firefighters. All such responses are subject to availability of personnel and equipment and shall be limited to assistance within Fort Worth city limits.

ATTACHMENT "B"

Operating Provisions

- I. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel that are needed, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding city. Crowley would provide a fire company staffed by certified firefighters as certified by the Texas Commission on Fire Protection.
 - B. In the event that the responding city is unable to respond to the request for assistance, the fire chief or designee of the responding city shall immediately notify the fire department of the requesting city that no response can be made.
 - C. Personnel from the Fire Department of the responding city shall report to the officer in charge of the requesting city at the location to which the equipment are dispatched and shall be subject to the orders of that official. At all times the ultimate control and responsibility of the personnel from the responding city shall remain with the highest ranking fire officer from the responding city at the scene. The Command Post will be staffed by representatives from both Crowley and Fort Worth so that a "Unified Command" is established.
 - D. Personnel from the Fire Department of the responding city shall be released by the officer in charge from the requesting city when the services of the responding city are needed within the area for which it normally provides fire protection.
 - E. A working accountability system in accordance with NFPA guidelines shall be established at every incident.
 - F. The departments shall conduct a minimum of one joint training session and/or exercise annually.
- II. All equipment used by the responding Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it.