

RER  
11/30/06  
#43(C)

AN ORDINANCE 2006 - 11 - 30 - 1374

**AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF CONVERSE TO PROVIDE FIRE RESCUE AND EMERGENCY MEDICAL SERVICES TO THE NORTHAMPTON SUBDIVISION OF THE CITY OF SAN ANTONIO FOR A PERIOD OF UP TO TEN YEARS AS NEEDED, WITH OPTIONS FOR RENEWAL.**

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**WHEREAS**, the City of Converse (COC) would like to the City of San Antonio (COSA) to release a certain portion of its extraterritorial jurisdiction and to make a certain boundary adjustment; and

**WHEREAS**, the COSA, in exchange for the COC'S agreement to provide fire suppression service and emergency medical service to the Northampton subdivision and to certain property located along the intersection of Loop 1604 and IH 10, is willing to accede to the COC'S request; and

**WHEREAS**, in connection with the aforementioned arrangement, it is necessary that the COSA and the COC enter into an automatic aid agreement regarding the fire suppression and emergency medical services the COC is to provide to the COSA; and

**WHEREAS**, said agreement is for a term of ten years and allows for as many as five two-year extensions upon the agreement of the parties; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager, or her designated representative, is hereby authorized to execute an automatic aid agreement with the City of Converse to provide fire suppression service and emergency medical service to the Northampton subdivision and to certain property located

along the intersection of Loop 1604 and IH 10. A copy of said agreement is attached hereto, and its terms are hereby approved.

**SECTION 2.** This ordinance shall take effect ten days from the date of passage.

**PASSED AND APPROVED** this 30<sup>th</sup> day of November, 2006.



**M A Y O R**

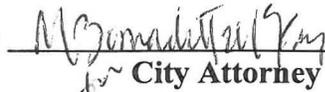
**PHIL HARDBERGER**

**ATTEST:**



**City Clerk**

**APPROVED AS TO FORM:**



**for City Attorney**



SAN ANTONIO/CONVERSE  
AUTOMATIC AID AGREEMENT

This Agreement is made and entered into on this the 30<sup>th</sup> day of November, 2006, by and between the City of San Antonio and the City of Converse situated within Bexar County, Texas, through their duly authorized City Manager or other lawfully designated representatives, to provide for automatic aid assistance authorized under V.T.C.A. Government Code Section 418.109 or 42USC1856a for emergency services as described under the terms of this agreement for the participating parties;

WITNESSETH:

WHEREAS, the municipalities wish to cooperate with each other in order to more effectively provide automatic aid, in their respective service areas consistent with the terms and conditions set forth herein; and

WHEREAS, it is the desire of the municipalities to improve the nature and coordination of emergency assistance to incidents that threaten loss of life and property within the geographic boundaries of our respective jurisdictions; and

WHEREAS, the City of San Antonio has agreed to adopt an ordinance releasing a portion of its ETJ and make a boundary adjustment (Autumn Run) in return for the City of Converse entering into this agreement.

WHEREAS, it is further recognized by the parties that their primary responsibility will remain the provision of fire protection to the persons and property within their respective jurisdiction; and

WHEREAS, it is the desire of the parties hereto to institute an automatic aid agreement for fire protection and EMS services; NOW THEREFORE:

IN CONSIDERATION of the mutual covenants and agreements stated herein, the parties agree as follows:

SECTION 1. It is understood that this agreement will terminate immediately upon the annexation of any property that is contiguous to the subdivision known as Northampton by the City of San Antonio.

SECTION 2. The municipalities joining in this agreement agree that certain formal operating procedures shall be followed for requesting, dispatching,

and deploying fire protection units and their operation at the scene of certain incidents described herein.

SECTION 3. It is understood and agreed that for the area known as Northampton and an area along IH10 and 1604 (attachment A) that is within the city limits of the City of San Antonio, upon receipt of a request for fire services the City of San Antonio will dispatch the appropriate San Antonio Fire Department (SAFD) resources. In Addition to the dispatched response, the communication office for the City of Converse will be contacted and will automatically dispatch an appropriate response as available. The first arriving fire company to the scene will assume command. In the event that the first arriving company is a SAFD unit, the company officer will make the determination as to whether assistance is needed from the Converse Fire Department (CFD) and notify accordingly. In the event that the first arriving company is a CFD unit, the company officer will assume command until such time as the first SAFD unit arrives at which time the SAFD officer will make the determination as to whether assistance is needed from the CFD and notify accordingly. If a call for service in this area is initially received by the Converse dispatch office, Converse will dispatch the appropriate response and notify the SAFD dispatch office.

Furthermore, It is understood and agreed that for the area known as Northampton and an area along IH10 and 1604 that is within the city limits of the City of San Antonio, upon receipt of a request for Emergency Medical Service (EMS) the city of San Antonio will dispatch the appropriate San Antonio Emergency Medical Service (SAEMS) resources. In Addition to the dispatched response, the communication office for the City of Converse will be contacted and will automatically dispatch the appropriate EMS response as available. The first arriving EMS Unit to the scene will provide medical care and transport as appropriate. In the event that the first arriving EMS Unit is a SAEMS unit, the Paramedic in charge will make the determination as to whether assistance is needed from the CFD and notify accordingly. In the event that the first arriving EMS Unit is a CFD unit, the Paramedic in charge will make the determination as to whether assistance is needed from the SAEMS and notify accordingly. If a call for service in this area is initially received by the Converse dispatch office, Converse will dispatch the appropriate response and notify the SAFD dispatch office.

SECTION 4. Immediately upon notification to the dispatch offices of either jurisdiction, the receiving dispatch office will advise the requesting dispatch office of the resources that are being dedicated to the requested incident. In the event that a response must be terminated after initiation and prior to arrival at the scene, the responding entity that terminated their response will immediately inform the other jurisdiction of its cancellation.

SECTION 5. Prior to the implementation of this agreement, the SAFD and the CFD will agree upon an acceptable means of communication for units responding to incidents in the Northampton area. This communication system will provide the ability for each jurisdiction to be in radio contact with the other jurisdictions responding unit and their dispatch center.

SECTION 6. Any dispatch of personnel and equipment pursuant to this agreement is subject to the following conditions:

(a) Any request for aid hereunder shall include the type of call, the resources that are being dispatched from the requesting city, a statement of the number of personnel and the amount and type of equipment requested if applicable, and shall specify the location to which the personnel and equipment are to be dispatched.

(b) It is agreed that the Incident Command System (ICS) shall be used in the direction of the emergency response. In proceeding to and returning from the emergency scene, the providing department shall be considered to be an independent contractor for all purposes, and not under the direction and control of the requesting department.

(c) Unless participation is previously terminated by the providing department, the providing department shall be released by the requesting department when the services of the providing department are no longer required or when the officer in charge of the providing department determines, in his/her sole discretion, that further assistance should not be provided.

SECTION 7. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and to render aid at the scene of the emergency until jurisdictional responsibility can be determined, and thereby be relieved by the department having jurisdiction. Under the conditions described in this paragraph, should a party respond outside its jurisdiction, the terms and conditions of this Agreement shall be in effect just as though a request for automatic aid had been initiated.

SECTION 8. The personnel of each party shall continue to be officials and employees of their own respective departments and shall be entitled to the same wages and benefits from their own respective employer as if responding within their own jurisdiction.

SECTION 9. The expenses of repairing or replacing equipment or vehicles which may be damaged or destroyed while responding to an emergency

in a requesting party's jurisdiction shall be the expense of the providing department unless caused in whole or in part by the negligent act of the requesting party or any other responding party.

SECTION 10. The parties hereto agree that responses to emergencies under this agreement will be only within the service area of each party to this agreement within Bexar County and not otherwise.

SECTION 11. Each party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and Federal law and without waiving any defenses of the parties under Texas and Federal law.

All governmental agencies acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. And the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas and is governed by the State of Texas.

SECTION 12. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.

SECTION 13. It is understood that no party to this agreement by the execution of said agreement or by the requesting or providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.

SECTION 14. It is not intended by this agreement to create, and nothing contained in this agreement shall create, any partnership, joint venture or similar arrangement among the parties hereto.

SECTION 15. 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.

SECTION 16. This Agreement shall commence upon the signing of said document by authorized representatives of both parties, and shall continue for a period of ten (10) years, ("initial term"), unless extension or earlier termination shall occur pursuant to any of the provisions of this Agreement. However, continuation of this Agreement beyond the initial term is subject to and contingent upon agreement of both parties.

The City of San Antonio at its sole discretion may terminate said agreement upon thirty days' written notice to the City of Converse.

The parties may renew and extend this agreement for up to five (5) two (2) year periods under the same terms and conditions as herein established, save and except mutually agreed upon changes.

SECTION 17. This agreement shall be effective as to a department immediately upon execution of the same by such department.

SECTION 18. The terms of this agreement shall be in effect at any time a party hereto responds within the geographical jurisdiction of a participating party.

SECTION 19. Neither this agreement nor any duties or obligations hereunder shall be assignable by any party without the prior written consent of all other parties and any assignment without the written consent of a non-assigning party shall be null and void.

SECTION 20. This agreement is performable in Bexar County, Texas. The validity of this agreement or of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the state of Texas and the United States.

SECTION 21. This agreement may be amended only by the mutual written agreement of all parties hereto.

SECTION 22. Force Majeure. None of the parties hereto shall be required to perform a term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockout, material or labor restrictions by any governmental authority,

civil riot, floods, and any other cause not reasonably within the control of said parties and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome.

EXECUTED by the entities whose signatures are affixed hereto, each respective entity acting by and through its duly authorized official in the manner required by each respective entity's charter, or otherwise as required by law, on the date hereinbelow specified.

**CITY OF SAN ANTONIO**

Robert Ojeda



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Fire Chief  
Date: 12/1/06

**CITY OF CONVERSE**

Gene Baldwin, Jr.



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Fire Chief  
Date: 11/13/06

# ATTACHEMENT A

