RESOLUTION NO. R-2018-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
APPROVING AN AGREEMENT FOR AUTOMATIC AID ASSISTANCE
BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY EMERGENCY
SERVICE DISTRICT NO. 2; ATTACHED AS EXHIBIT A; AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND
ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative
Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of
the City; and

WHEREAS, The City of Bastrop ("City") and the Bastrop County Emergency Services
District No. 2 ("District") currently provide fire protection and other types of emergency response
services to local residents in their respective jurisdictions or service areas; and

WHEREAS, The City and the District desire to augment both resources and capabilities
within the geographic boundaries of their respective service areas by responding to and
dispatching responses to emergency calls on an automatic assistance basis so that the nearest
available unit responds to incidents covered by this Agreement, regardless of the jurisdiction; and

WHEREAS, The City wishes to receive and provide assistance in areas shown in Exhibit
“A” on an automatic assistance basis; and

WHEREAS, The District wishes to receive and provide assistance in areas shown in
Exhibit “B” on an automatic assistance basis; and

WHEREAS, The City and the District are entering into this Agreement in accordance with
the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council finds that a very significant public interest is served by the
completion of this Agreement for Automatic Aid Assistance between the City of Bastrop and
Bastrop County Emergency Services District No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute an Agreement for
Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services
District No. 2. (Exhibit A)

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in
conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of
such conflict, and the provisions of this Resolution shall be and remain controlling as to the
matters resolved herein.

City of Bastrop
Agreement for Automatic Aid Assistance ESD 2
Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of August, 2018.

APPROVED:

[Signature]
Connie B. Schroeder, Mayor

ATTEST:

[Signature]
Ann Franklin, City Secretary

APPROVED AS TO FORM:

[Signature]
Alan Bojorquez, City Attorney

City of Bastrop
Agreement for Automatic Aid Assistance ESD 2
AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN
BASTROP COUNTY EMERGENCY SERVICE DISTRICT NUMBER 2
AND THE CITY OF BASTROP

RECITALS

The City of Bastrop ("City") and Bastrop County Emergency Services District Number 2
("District") currently provide fire protection and other types of emergency response services to
local residents in their respective jurisdictions or service areas.

The City and the District desire to augment both resources and capabilities within the
geographic boundaries of their respective service areas by responding to and dispatching
responses to emergency calls on an automatic assistance basis so that the nearest available
unit responds to incidents covered by this Agreement, regardless of the jurisdiction.

The City wishes to receive and provide assistance in areas shown in Exhibit “A” on an
automatic assistance basis.

The District wishes to receive and provide assistance in areas shown in Exhibit “B” on an
automatic assistance basis.

The City and the District are entering into this Agreement in accordance with the Interlocal
Cooperation Act, Chapter 791 of the Texas Government Code

TERMS

1. The term of this Agreement shall be for one-year, effective September 1, 2018,
and shall automatically renew annually for up to four additional one-year terms unless
terminated pursuant to Section 13.

2. The parties agree to automatically dispatch the nearest available unit(s) to the
scene of an emergency within the automatic aid agreement service area. The service
area is defined as shown on the maps attached as Exhibits “A” and “B”. The “nearest
available unit” shall mean that unit of either party that meets the requirements for that
type of emergency and, in the sole discretion of either Fire Chief, is capable and
available to respond quickest to a call. A party shall respond only to the extent that a
unit is readily available.

3. Subject to the provisions noted above in paragraph 2 the District and the City
shall each provide firefighting services 24 hours a day, 7 days a week, and shall
respond to all call types within the service area shown in Exhibits “A” and “B”.

City of Bastrop
Agreement for Automatic Aid Assistance ESD 2
4. The parties agree to follow the National Incident Management System (NIMS) as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures for those emergencies requiring the use of units from the Parties.

5. Each party shall maintain adequate insurance for all equipment and property necessary for the performance of this Agreement.

6. Each party shall be solely responsible for its equipment or property, including maintenance, loss, or damage thereto in the performance of this Agreement, except, however, the party that would have been responsible for furnishing the services in the absence of the contract is only responsible for paying the deductible on an insurance claim of the party providing aid for damage to equipment or property, if any. The actual responding party is responsible for all other maintenance, loss, or damage to equipment or property costs other than the insurance deductible. To the extent that the responsibility of maintenance, loss, or damage to equipment or property is considered “civil liability” under Texas Government Code Section 791.006, the parties specifically reference Section 791.006 (a-1) and state that the assignment of liability for maintenance, loss, or damage to equipment is intended to be different than liability otherwise assigned under Section 791.006(a).

7. It is expressly understood and agreed that this Agreement does not waive any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.

8. The parties agree to comply with all applicable state, federal and local laws or requirements applicable to the performance of services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.

9. 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.

10. Unless specifically agreed to by both parties for particular incidents, and except as provided in Section 6, neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement or have any other financial obligation to the other party. The parties agree to cooperate with each other in seeking reimbursement from private, state or federal authorities to the extent such opportunities present themselves.

11. Exhibits “A” and “B” are incorporated into this Agreement for all purposes.
12. The parties agree to cooperate in an annual evaluation of the Agreement in order to ensure that the terms continue to meet each party's needs and expectations.

13. This Agreement may be terminated by either party, with or without cause, upon 30 days notice in writing.

14. Notice shall be provided to the parties at the following addresses:

City: City Manager, Lynda Humble
      City of Bastrop
      P.O. Box 427
      Bastrop, Texas
      78602

Copy to: City Attorney, Alan Bojorquez
         Bojorquez Law Firm, PC
         12325 Hymeadow Dr. Ste. 2-100
         Austin, Texas 78750

District: President of the Board of Directors Bastrop County ESD
          Number 2
          P.O. Box 1747
          Bastrop, Texas
          78602

Copy to: John J. Carlton, Attorney for the District The Carlton Law Firm,
P.L.L.C.
        2705 Bee Cave Road
        Austin, Texas 78746

15. No term or provision in this Agreement is intended to create a partnership or joint venture.

16. If any provision of this Agreement is held invalid by a court of competent jurisdiction, that holding (a) shall not invalidate the remainder of this Agreement, (b) shall be limited to the specific parts of this Agreement described in that holding, and (c) shall not affect the validity of this Agreement in any way or in any other instance.

City of Bastrop
Agreement for Automatic Aid Assistance ESD 2
Executed on this the 29th day of August 2018.

CITY OF BASTROP

By: Lynda Humble, City Manager

BASTROP COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2

By: George Martinez, President

EXHIBITS

EXHIBIT A – Area for Automatic Response by the City of Bastrop

EXHIBIT B – Area for Automatic Response by Bastrop County Emergency Services District No. 2
EXHIBIT A
AREA FOR AUTOMATIC RESPONSE BY THE CITY OF BASTROP

CITY OF BASTROP
BASTROP COUNTY, TEXAS

Disclaimer: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This map is intended as a general representation only and is in no way to be used as survey grade information.

City of Bastrop
Agreement for Automatic Aid Assistance ESD 2
EXHIBIT B
AREA FOR AUTOMATIC RESPONSE BY BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Disclaimer: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This map is intended as a general representation only and is in no way to be used as survey grade information.

City of Bastrop
Agreement for Automatic Aid Assistance ESD 2