



AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

City of Sulphur Springs

Hopkins County

This agreement, made and entered into this 9 day of January, 2017 by the fire departments of Hopkins County, Texas and the Municipal Corporation of the City of Sulphur Springs, Texas.

WHEREAS, the County has written mutual aid protocols which are maintained and utilized by the Hopkins County Communications Center and the City of Sulphur Springs Communication Center and are utilized on all structure fires whereby they dispatch the mutual aid departments;

WHEREAS, the purpose of this agreement is to provide Sulphur Springs Fire Department through their mutual cooperation a pre-determined plan as agreed upon in dispatch protocol by which the Hopkins County Fire Department will provide automatic aid in case of structure fires, motor vehicle accidents, grass fires, and other emergencies when available;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance in order to increase fire defenses and to assure proper fire control as well as providing reserves needed to assure the community of adequate protection;

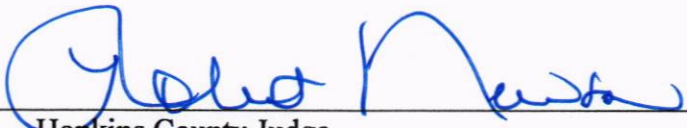
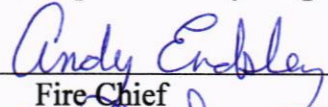
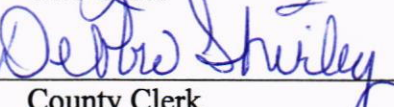
WHEREAS, by action of the undersigned officials, this agreement for automatic aid assistance by Hopkins County was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

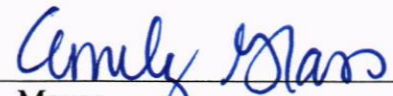
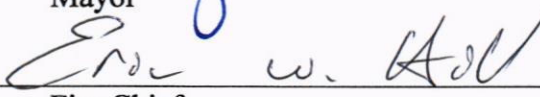
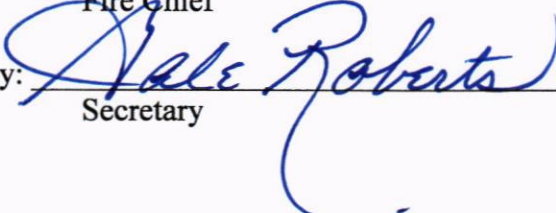
1. To activate the terms of this agreement as herein set forth due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does in fact exist and that aid is needed, the county will dispatch available apparatus equipment and manpower into action to assist the party in need.
2. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
2. The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
4. The party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment and tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
5. Either party may at any time terminate this agreement through its Commissioners Court or City Council upon the serving of a thirty-day written notice to the Hopkins County Commissioners Court or the City of Sulphur Springs.

6. When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under workers compensation laws, shall be the responding party's responsibility during the entire incident until completion.
7. When Hopkins County is providing automatic aid to the Sulphur Springs Fire Department it is agreed to respond with a minimum of at least one piece of fire apparatus capable of carrying a minimum of 500 gallons of water.

Hopkins County Fire Department

By: <u></u>	<u>1-9-17</u>
Hopkins County Judge	Date
By: <u></u>	<u>1-9-17</u>
Fire Chief	Date
By: <u></u>	<u>1-9-17</u>
County Clerk	Date

Sulphur Springs Fire Department

By: <u></u>	<u>2-07-17</u>
Mayor	Date
By: <u></u>	<u>2-8-17</u>
Fire Chief	Date
By: <u></u>	<u>2-8-2017</u>
Secretary	Date