

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

City of Commerce

Hopkins County

This agreement, made and entered into this 12th day of February, 2018, by the Fire Departments, Hopkins County, Texas and the municipal Corporation of City of Commerce, Texas.

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

WHEREAS, the purpose of this agreement is to provide Commerce Fire Department hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which Hopkins County Fire Department will provide automatic aid in case of a structure fire 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, and 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 needed party.
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.
3. The party responding Hopkins County 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 responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus, equipment, 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 or City Council, and upon the serving of a thirty-day written notice to the Hopkins County Commissioners or the City of Commerce.

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 responsibility during the entire incident until completion.
7. When the party Hopkins County contained in this agreement is providing automatic aid to Commerce Fire Department, it is agreed to respond with a minimum of one piece of fire apparatus, capable of carrying a minimum of 500 gallons of water.

HOPKINS COUNTY FIRE DEPARTMENT

By: *[Signature]* 2-12-18
 Hopkins County Judge Date

By: *[Signature]* 2-12-18
 Fire Chief Date

By: *[Signature]* 2-12-18
 Secretary Date



COMMERCE FIRE DEPARTMENT

By: *[Signature]* 1-17-2018
 Mayor Date

By: *[Signature]* 1-17-2018
 Fire Chief Date

By: *[Signature]* 1-17-2018
 Secretary Date