

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

City of Saginaw, Texas
Fire Service
Equipment
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF SAGINAW, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED TWO THOUSAND (\$102,000.00) during this contract year by making equal quarterly payments during the months of January 2022, April 2022, July 2022 and October 2022 for fire protection services in the service area outlined in Exhibit "A."

Section 4: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck for the CITY's use. Title to such trucks shall remain with the DISTRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the tanker truck the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 5: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2021 and ending September 30, 2022. Regarding response purposes, this Agreement will remain in force until the 2022-23 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2022 under the same terms and conditions.

Section 6: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 7: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 8: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 9: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 10: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 11: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 12: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, 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.” The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the “district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract.” It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 13: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 14: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 15: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 16: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 17: Grant from District

During the DISTRICT's 2022 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2022. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF SAGINAW, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

EXHIBIT "C"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EQUIPMENT POLICY

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Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

1. Structure fires where no adequate water supply exists. (Tanker)
2. In support of the fire fighting units engaged in grass and brush fires.
3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)
4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.
5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.
6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.
2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.
3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.
4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.
5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.
6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

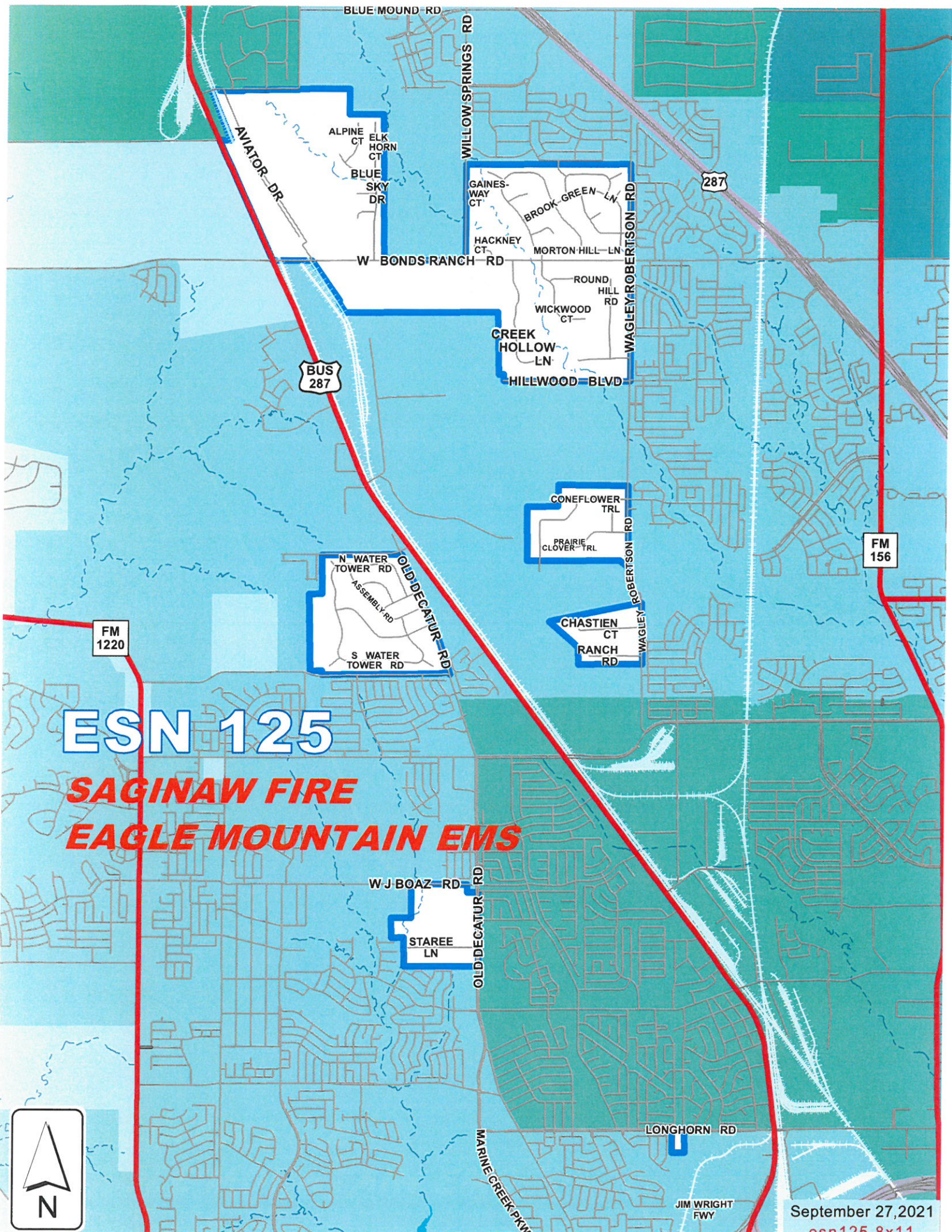
1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.
2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.
3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.
2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.
3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.
2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.



ESN 125
SAGINAW FIRE
EAGLE MOUNTAIN EMS



Exhibit “D”

GRANT FROM DISTRICT

City of Saginaw

(Items included in the categories below are based on the agency’s itemized request and will be reimbursed in strict compliance with the agency’s grant submission.)

Grant Purpose	Amount
Fire hose and nozzles	\$25,000.00