

# **IMPLEMENTING AN AUTOMATIC AID AGREEMENT BETWEEN FIRE DEPARTMENTS**

## **EXECUTIVE DEVELOPMENT**

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## **ABSTRACT**

The City of Balch Springs Fire Department needed to reduce apparatus emergency response times along the border areas of the city while staying within its existing budget. The purpose of this research project was to study the implementation of an automatic aid agreement between the City of Balch Springs Fire Department, the City of Mesquite Fire Department and the City of Dallas Fire Department as a solution to this problem.

Evaluative research was used to determine what time saving could be achieved by responding the closest fire apparatus to the incident, what compatibility problems would have to overcome, what legal considerations would have to be addressed and what form should the working document take. Procedures used included the research of fire service textbooks, technical handbooks, and personal communication with local city officials, and personal research. The personal research involved analysis of departmental records and studies of the response and travel times of apparatus along the streets in the common border areas.

The conclusions indicated that an automatic aid agreement would benefit all three cities. Benefits included both reduced reaction and response times and an increase in experience in joint operations for command and operational personnel. Also identified were legal considerations that needed to be addressed before entering into any agreement between the participating cities.

The recommendation was for the three cities to create a formal automatic aid plan and promulgate a written agreement. Then to have the written agreement reviewed by the legal staff of the three cities and have the three cities develop a joint training plan regarding command responsibility, communications, and operating procedures.

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## INTRODUCTION

A major problem for governments at all levels is they are constantly under pressure from their taxpayers to provide new or improved services and to hold costs at current levels in the face of inflation. This is especially difficult for governments of smaller municipalities. Simultaneously taxpayers are demanding that operational budgets be maintained at current levels or reduced. This pressure has required local fire departments to seek and find alternate methods of service delivery.

The purpose of this research paper is to determine if an emergency response automatic aid agreement between the fire departments of the Cities of Balch Springs, Dallas and Mesquite, Texas would be an effective method of improving the fire service delivery to each city without increasing the budget of any of the participants.

Evaluative research techniques were employed to gather information for this study. Data was compiled from the fire department records of the topic cities, personal interviews, and independent research. The independent research involved an analysis of the travel time of responding apparatus as well as through reviews of fire department response time records of each department. These techniques were used to answer the following questions:

1. By responding the closest apparatus to an incident regardless of jurisdiction, what timesaving could be achieved over responding only the home department apparatus?
2. What compatibility problems would have to be overcome to implement the concept between multiple departments?
3. What legal considerations would have to be addressed to satisfy the participating cities?
4. How should the agreement be bound to document the concept in a working form acceptable to the participating cities?

## **BACKGROUND AND SIGNIFICANCE**

The ability to provide adequate resources in a timely manner will minimize the impact of an incident and prevent additional and unnecessary loss. The fire executive must be able to provide these resources in a timely manner in order to provide maximum service to the residents of the community within the resources allotted. These resources should be provided with little or no increase in the cost of the operation to the community if possible. Sharing of resources between cities is a method of accomplishing this goal.

The City of Balch Springs is a suburban community composed of primarily single family residences with some retail development. There are pockets of light manufacturing scattered throughout the city. There are no target hazards such as hospitals or refineries. This provides for revenue based on the individual homeowner ad valorem property tax and returns from retail sales tax generated by stores. The city has a landmass of 9.2 square miles and a current population of 20,000. The city is served by one fire station.

The citizens have recently expressed a growing concern over the response time of emergency equipment, especially in the outlying areas of the city. The recent implementation of the Insurance Services Office (ISO) method of calculating insurance premiums has prompted the demand for expansion from one to two stations. A fire station location master plan indicates that as many as three stations will be needed to serve the community when it reaches its maximum buildout. It is anticipated that it may be 15 years or longer before the city will be able to build and staff at the level of protection required by ISO. During this period many residents who are already concerned about long response times and sharp increases in insurance premiums are demanding that this situation be addressed by the fire department now.

In addition to the current activity levels, buildout patterns forecast a worsening situation in the future. The City of Balch Springs is located on the edge of the Dallas/Ft. Worth metropolitan area. The population is increasing 3 - 5 % per year. Most of the growth is occurring on the southern area and along the interstate highway corridor of the city. An interview with the City of Balch Springs Community Development Director indicates that this area will continue to see the most growth over the foreseeable future (Richard Boyd, personal communication, August 24, 1998). Dallas County Water Control District #6, the agency that provides water and sewer service to the city, is restricting growth in some areas due to the lack of availability of adequate infrastructure. The improvement of the interstate highway corridor by the addition of service roads and a new school in the east end of the city will also increase the growth in those areas.

Automatic aid will allow the participating departments to provide an increased level of protection without impacting the current budget. Future growth can be dealt with in a timely manner and necessary increases in infrastructure added over a period of several fiscal years. This will satisfy the requirements of the taxpayer and the elected officials of the participating cities as well.

A method must be found that will provide shorter response times in emergencies to those areas of the city in the immediate future. The clear message from the residents was not to increase the budget and to reduce the recent sharp increase in their insurance premiums. The modern executive fire officer must explore every avenue to accomplish this goal. The National Fire Academy's course on Executive Development provides the basis for evaluation of innovative techniques of problem solving. Executive Fire Officers of different departments must look to each other for assistance in coping with growth demands and shrinking or slow growth tax bases. This may require the participating executives to shed traditional concepts of fire protection.

## LITERATURE REVIEW

Mutual aid usually takes one of two forms. The first and most common is a written agreement among two or more departments to respond to formal requests for assistance under specific conditions. This form is called mutual aid requiring the arrival of the primary provider and a subsequent call for assistance. The second is an automatic aid agreement, which by prior arrangement, outlines procedures for dispatchers to send the nearest available unit automatically, regardless of jurisdictional boundaries (Hawkins & McClees, 1988).

No community can handle a disaster without outside assistance. It is the community's responsibility to manage that outside assistance and to be ready to give assistance when called. That is the essence of mutual aid. Mutual aid lies at the heart of integrated emergency management (Hawkins & McClees, 1988).

An important role of mutual aid is providing additional resources at times when the primary agency is overtaxed. All fire departments rely to some extent on mutual aid from surrounding areas to provide fire-fighting resources on a routine or disaster basis. Some departments use automatic mutual aid on initial response. Even large cities are making increased use of both their own regularly assigned apparatus and automatic mutual aid. Often this is practical because stations from neighboring fire departments may be much nearer to a fire location than some of the local fire stations. In cases where several fire departments occupy adjacent or contiguous territories, there should be arrangements made for joint response to high-risk hazards and for assistance in occupying vacated fire stations at times of major fires. (National Fire Protection Association [NFPA], 1991a).

The use of automatic aid is widespread in some jurisdictions. The Lakes Regional Mutual Aid Fire Association, based in Laconia, New Hampshire, oversees an automatic aid organization that is comprised of 35 cities covering a 1,500 square mile

area. A Board of Governors supervises the administration of the operation. Radio dispatch for all participating departments is provided through a centrally located facility. (Lakes Region Mutual Fire Aid Association [LRMAA], 1998). The Boise City (Idaho) Fire Department has an automatic aid agreement with the Federal Government's Bureau of Land Management for fire responses into the national forest located near that city. (Boise City Fire Department [BCFD], 1998). Insurance companies give discounts for policyholders protected by fire departments having automatic aid agreements with surrounding departments. (State Farm Fire & Casualty Company, 1997). Insurance companies know their clients are better protected when there are additional written assurances of a prompt response by fire protection forces.

In summary, the review of the literature suggests mutual and automatic aid is, and will continue to be in the future, a workable solution to long response times or manning and equipment shortages. The concept has been practiced in the United States for over 200 years and in some cases departments could not provide a reasonable level of protection without it. (Carter & Rausch, 1989)

## **PROCEDURES**

### **Definition of Terms**

Mutual Aid. Two-way assistance by fire departments, often between adjoining jurisdictions. (Burklin & Purington, 1980)

Automatic Aid. Refers to outside assistance that responds on the first alarm to building fires in the community being graded. There is no request for aid; it is automatic. (Hickey, 1993)

### **Research Methodology**

The research information used for this study included printed literature, personal research, and interviews. The literature included textbooks and technical



handbooks. Personal research included the study of local growth projections, local fire department response data, and a response time study along the routes that would be taken by responding apparatus in filling a request for assistance. The interviews were conducted in person and by telephone.

The printed literature utilized in this study was primarily those intended as management reference handbooks and used as textbooks in many fire science courses. The books included the *Fire Protection Handbook*, seventeenth edition, published by the National Fire Protection Association, *Managing Fire Services*, second edition, published by the International City Management Association, and *Fireground Tactics*, written by Emanuel Fried.

Personal research included the gathering information on statistics, both current and future projections, on the number of buildings and population in the areas of the City of Balch Springs adjacent to the City of Mesquite and the City of Dallas and along the proposed I-635 business corridor. This information was compiled with the assistance of the Community Development Department of the City of Balch Springs.

A personal review was done of Balch Springs Fire Department records regarding numbers of responses and response times in those areas of concern. Response distances from the Mesquite and Dallas Fire Departments were also obtained. A comprehensive apparatus travel and response time study was conducted. During the study, fire department vehicles drove streets in the proposed area along which they would respond. The distance to each major intersection from each of the fire stations was recorded and the data entered on a study map. The map was then used to calculate the approximate response time to the major intersections of the proposed area.

Interviews were conducted with officials from the Mesquite and Dallas Fire Departments. Interviews were also conducted with persons in the Mesquite and Dallas Community Development Departments.

### **Assumptions and Limitations**

This study was limited to the part of the City of Balch Springs along which the cities have common boundaries and to the I-635 corridor. The estimated response time was based on an assumed response for the City of Mesquite from fire station number 4 and for the City of Dallas from stations number 5, 9 and 51. These are the closest neighboring stations. Apparatus assigned to respond could be from stations other than those studied.

The apparatus response and travel time study conducted had several assumptions. The first assumption was that apparatus speed responding to emergencies was 30 miles per hour on average. This was confirmed through a review of actual alarm reports. In addition, ISO allows for two minutes per mile traveled to reach a subject building when that organization studies a city. (Hickey, 1993) Therefore, the study would coincide with any future ISO rating study. Apparatus conducting the study traveled at posted speed limits. Time was not considered for events such as waiting at red traffic lights or an abnormally long time spent at a stop sign. All portions of the study were conducted during daylight, on weekdays and under dry road conditions. The data collected could vary under some conditions encountered in other environments such as nighttime, inclement weather, or any road repairs in progress along those corridors studied. The results of this study should remain stable for future reference because no new road construction is anticipated in the areas concerned and the roads studied are in good repair.

## RESULTS

The results of the research indicated that an automatic aid agreement between the Cities of Balch Springs, Mesquite and Dallas would in fact be beneficial to all three cities. Reduced response times would result in those areas along the common boundaries by the implementation of an automatic aid agreement. The research also identified some additional benefits that should occur after implementation of the agreement. Also identified were special considerations that should be included in the agreement.

A critical factor in the evaluation of public fire protection is time. It is generally considered that the first arriving fire apparatus should be at the emergency scene within five minutes of the sounding of the alarm. The first five minutes of any fire is the determining factor as to whether the fire will remain a small fire or becomes a larger fire. (National Association of Fire Protection [NFA], 1991b).

The distance study shown in Table 1 indicates the response distances along the eastern boundary of the City of Balch Springs from the fire station would range from four minutes to ten and one half minutes. The longest responses were in the northern portions of Balch Springs. The Balch Springs station could respond one to one and one quarter miles into eastern portions of Mesquite within five minutes. Mesquites current response time in this area ranges from six to seven minutes, The distances are shown in Table 2. Apparatus from Balch Springs into this portion of Mesquite would arrive one to two minutes earlier.

In the southern areas of Balch Springs the longest response times ranged from eight to thirteen minutes from the Balch Springs station. Dallas Fire Department station number nine, however, could respond to these areas in four to six minutes respectively. Table 4 shows the data for that station. An automatic aid agreement would reduce the

response time of the first apparatus into this area by four to seven minutes.

Dallas stations 5 and 51 could reach the western portions of Balch Springs quicker than Balch Springs apparatus responding from their own station. Tables 3 and 5 show considerable less travel distances from both locations. The response times would be shortened by as much as five minutes in the northwest portion of Balch Springs.

**Table 1**

**DISTANCE FROM CITY OF BALCH SPRINGS FIRE STATION**

<b>TO:</b>	<b>MILES</b>	<b>TO:</b>	<b>MILES</b>
Elam & I - 635	0.3	Bruton & Peachtree	3.7
Elam & Hickory Tree	0.9	Bruton & Hickory Tree	3.2
Elam & Peachtree	1.4	Bruton & City Limits	4.2
Elam & City Limits	1.9	Bruton & I - 635	2.6
Pioneer & Elam	0.2	Beltline & I - 20	2.1
Pioneer & Spring Oaks	0.7		
Pioneer & Beltline	1.2	Lake June & Hickory Tree	2.0
		Lake June & Peachtree	2.5
Seagoville & Hickory Tree	2.1	Lake June & City Limits	3.0
Seagoville & Peachtree	2.6	Lake June & Beltline	2.2
Seagoville & City Limit	3.1	Lake June & I - 635	1.5
Seagoville & Pioneer	1.3		
Seagoville & I - 635	1.6		

**Table 2****DISTANCE FROM CITY OF MESQUITE FIRE STATION # 4**

<b>TO:</b>	<b>MILES</b>	<b>TO:</b>	<b>MILES</b>
Elam & I - 635	2.7	Bruton & Peachtree	1.0
Elam & Hickory Tree	2.1	Bruton & Hickory Tree	0.5
Elam & Peachtree	2.7	Bruton & City Limits	1.5
Elam & City Limits	3.1	Bruton & I - 635	1.0
Pioneer & Elam	3.9	Beltline & I - 20	5.8
Pioneer & Spring Branch	4.3		
Pioneer & Beltline	5.0	Lake June & Hickory Tree	1.6
		Lake June & Peachtree	2.2
Seagoville & Hickory Tree	3.6	Lake June & City Limits	2.6
Seagoville & Peachtree	4.1	Lake June & Beltline	3.1
Seagoville & City Limit	4.5	Lake June & I - 635	2.2
Seagoville & Pioneer	4.5		
Seagoville & I - 635	3.6		

**Table 3****DISTANCE FROM CITY OF DALLAS FIRE STATION # 5**

<b>TO:</b>	<b>MILES</b>	<b>TO:</b>	<b>MILES</b>
Elam & I - 635	5.3	Bruton & Peachtree	1.6
Elam & Hickory Tree	4.7	Bruton & Hickory Tree	2.1
Elam & Peachtree	4.1	Bruton & City Limits	1.0
Elam & City Limits	3.7	Bruton & I - 635	2.6
Pioneer & Elam	5.2	Beltline & I - 20	7.1
Pioneer & Spring Branch	5.7		
Pioneer & Beltline	5.8	Lake June & Hickory Tree	3.1
		Lake June & Peachtree	2.5
Seagoville & Hickory Tree	5.7	Lake June & City Limits	2.0
Seagoville & Peachtree	5.1	Lake June & Beltline	4.9
Seagoville & City Limit	4.7	Lake June & I - 635	4.1
Seagoville & Pioneer	7.2		
Seagoville & I - 635	5.8		

**Table 4****DISTANCE FROM CITY OF DALLAS FIRE STATION # 9**

<b>TO:</b>	<b>MILES</b>	<b>TO:</b>	<b>MILES</b>
Elam & I - 635	2.5	Bruton & Peachtree	4.9
Elam & Hickory Tree	2.1	Bruton & Hickory Tree	4.5
Elam & Peachtree	2.7	Bruton & City Limits	5.1
Elam & City Limits	3.1	Bruton & I - 635	3.8
Pioneer & Elam	2.3	Beltline & I - 20	2.2
Pioneer & Spring Branch	1.9		
Pioneer & Beltline	2.7	Lake June & Hickory Tree	3.9
		Lake June & Peachtree	4.4
Seagoville & Hickory Tree	1.0	Lake June & City Limits	5.3
Seagoville & Peachtree	1.6	Lake June & Beltline	4.1
Seagoville & City Limit	2.0	Lake June & I - 635	2.2
Seagoville & Pioneer	1.0		
Seagoville & I - 635	1.0		

**Table 5****DISTANCE FROM CITY OF DALLAS FIRE STATION # 51**

<b>TO:</b>	<b>MILES</b>	<b>TO:</b>	<b>MILES</b>
Elam & I - 635	2.0	Bruton & Peachtree	3.5
Elam & Hickory Tree	1.5	Bruton & Hickory Tree	4.0
Elam & Peachtree	1.0	Bruton & City Limits	3.0
Elam & City Limits	0.5	Bruton & I - 635	5.0
Pioneer & Elam	3.0	Beltline & I - 20	5.4
Pioneer & Spring Branch	3.5	Lake June & Hickory Tree	2.6
Pioneer & Beltline	3.6	Lake June & Peachtree	2.0
Seagoville & Hickory Tree	2.5	Lake June & City Limits	1.6
Seagoville & Peachtree	2.1	Lake June & Beltline	4.7
Seagoville & City Limit	1.6	Lake June & I - 635	3.8
Seagoville & Pioneer	3.4		
Seagoville & I - 635	2.5		

A reduction in travel time would not be the only benefit. Automatic aid has the distinct advantage over mutual aid of reducing the delay for additional apparatus to respond. In addition, since it is practiced as part of a routine, both command and operational personnel gain the necessary experience and confidence to use it to the utmost advantage in a major emergency (Hawkins & McClees, 1988) This method is the most effective because the departments work together on an assigned automatic



response. This has a distinct advantage in that they respond more frequently and are used to working together (Fried, 1971).

Mutual and automatic aid has some problems. There is the question of who assumes command. There may be a lack of communication between operating units and between operating units and command posts. Another complicating factor is the difference in hose and hydrant threads and the need for adapters (Fried, 1971). Mutual aid plans also should include provisions for standard operating procedures, interdepartmental communications, common terminology, maps, adapters, and other considerations that directly affect a department's ability to cooperate effectively. Command responsibility, jurisdictional questions, insurance coverage, and legal constraints should be covered in written agreements supported by enabling legislation to properly establish mutual aid systems for the participating departments (National Fire Protection Association [NFPA], 1991c).

## **DISCUSSION**

The capability of the primary jurisdiction to respond to an emergency has a direct effect on the outcome and terminal severity of the incident. The most widely accepted response time for the first arriving apparatus is less than five minutes. (Carter & Rausch, 1989) This goal can not be achieved in most cities due to normal conditions such as financial constraints or growing municipalities where the needed number and distribution of fire stations has not yet been achieved. Carter and Rausch also offer where these circumstances exist, fire departments must find alternate methods of reducing response times to the shortest possible time utilizing all available resources.

Automatic aid, in most instances, can provide a reduction in response times. Even though the response time may be longer than what is required or considered ideal, it can provide for a substantial reduction. This reduction can help prevent small

fires from becoming conflagrations. (Kimball, 1968) Departments have the opportunity to work together more often under automatic aid plans versus mutual aid arrangements. The more often fire departments work together the more efficient they will become working as one department on large incidents. (Coleman, 1978) This teamwork can be critical when working to control large emergencies.

With these advantages in increased efficiency, there are other areas that must be addressed when implementing automatic aid as a response policy. Some of these areas should include command responsibility, communications compatibility, fireground procedures, and equipment compatibility. (Carter & Rausch, 1989) The majority of these problems will be avoided through planning when writing the automatic aid agreement. Automatic aid is a concept that only works if it is legally empowered. (Coleman, 1978) In lieu of an automatic aid agreement, any mutual aid working relationship should also address these areas before departments discover them on the fireground.

A personnel problem may arise when a large city or in the case of this study, two large cities, enter into an agreement with a small adjacent city. The members of the larger departments may have an extensive amount of experience when compared to the members of the smaller department. To avoid any doubts as to capability on the fireground, the requirement for joint training between the participating departments should be implemented before the automatic aid plan is begun. (Carter & Rausch, 1989) The members of the participating departments that will be working together on the fireground will normally be the same group of people since the working shifts of fire departments in a given area of municipalities usually have same sequence of rotation.

Automatic aid agreements will require adjustments from all participating departments. These adjustments are normally minimal. (Fried, 1971) In spite of these, the departments will be provided the opportunity to learn from each other. More importantly, the departments will have a better method of service delivery to their cities.

## RECOMMENDATIONS

The Cities of Balch Springs, Dallas and Mesquite each have the ability to improve service delivery to their cities to various degrees with all three cities benefiting from the arrangement. This improvement should be able to be achieved within the existing fiscal constraints of each department.

The three cities should create an automatic aid plan. This plan should include a written automatic aid agreement. The written agreement needs to address command responsibility, communications compatibility, fireground procedures, jurisdictional questions, insurance coverage, and other legal considerations as each of the respective cities may require. (Carter & Rausch, 1989)

It will be necessary for a joint training program to be developed. The training program should include several identified areas at the outset so the automatic aid plan will function smoothly after it is activated. Command responsibility identified in the agreement needs to be explained to personnel. Joint communication procedures and terminology need to be standardized. Standard operating procedures must be written, explained, and practiced. Training must be conducted on differences in equipment and compatibility of equipment assured.

The automatic aid agreement should be submitted to the city attorneys of the participating cities for review. This is needed to ensure that the document meets all legal requirements for a contract between the local government agencies involved. It will also insure the needs of each city is met and provide a method for checking of the agreement to make sure that it has covered the necessary topics for the agreement to be implemented and function properly. A working agreement that has been in place in a nearby city could serve as a model for the original document. A sample agreement, currently in use by several municipal departments, can be found in the Appendix.

In conclusion, an automatic aid agreement between the Cities of Balch Springs, Dallas and Mesquite will be valuable to each respective department in improving the service that each provides to its own city. It is a primary requirement the automatic aid plan be supported by a written document. Each department must be thoroughly familiar with all aspects of the plan. If this is accomplished both will have made a big step toward decreasing the response times and improving the service delivery in the respective cities. This would be the most desirable way to provide a workable solution to long response times, until each city is able to provide this level of service on their own. Automatic aid should also be used in the future to its ultimate end to eliminate duplication of seldom-used apparatus such as air/light trucks and those funds used elsewhere.

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## Appendix

### SAMPLE AGREEMENT FOR AUTOMATIC ASSISTANCE

THE STATE OF TEXAS       \*

\*

COUNTY OF DALLAS       \*

This Agreement is entered into by and between the Cities of Balch Springs and \_\_\_\_\_, hereinafter referred to as “Balch Springs” and “\_\_\_\_\_”, (respectively), both of which are Texas municipal corporations; and each acting herein through their duly authorized officials.

**WITNESSETH:**

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Texas and the United States of America, desire to secure for each such entity the benefits of assistance in the protection of life and property from fire and other disasters;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. In consideration for each party’s automatic assistance to the other upon the occurrence of an emergency condition in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of fire fighting equipment and personnel of both parties shall be dispatched, to such point where the emergency condition hereinafter stated. Details as to amounts and types of assistance to be dispatched, methods of dispatching and

communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Balch Springs Fire Department and the Chief of the \_\_\_\_\_ Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either party's forces at the time of need for assistance under this agreement.
  - b. In fulfilling their obligations provided for in this Agreement, both parties shall comply with the procedures set forth in the Memorandum of Understanding, attached hereto.
3. Each party of this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. However, this waiver shall not apply in those cases in which the claim results from the failure of either party to accept responsibility for any civil liability for which a requesting party is responsible as determined and required by the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. Chapter 791, and as it may be amended in the future.



4. The other shall reimburse neither party for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement, shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Workmen's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses, wage and disability payments, except for those payments each party is required to pay under the Interlocal Cooperation Act cited above, pension payments, damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed.
5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be paid firefighters of the fire department of the party where they are regularly employed or members of an organized volunteer fire department which normally renders firefighting services to the party which sends the forces or equipment.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause

of duty of the party which regularly employs such personnel and equipment.

Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

7. In the event that any individual performing duties subject to the Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the department where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages, then the other party may intervene in such causes of action to protect its interests.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that both parties have heretofore entered into an "Agreement for Mutual Aid in Disaster Assistance", effective March 5, 1984. However, as to any mutual assistance between the parties arising out of the occurrence of an emergency condition in the area described in the Memorandum of Understanding, the conditions and obligations of the Agreement shall take precedence over the conditions and obligations of all other agreements.

10. Each party agrees that if legal action is brought under this agreement, exclusive venue shall lie in the county where the emergency condition occurred.
11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. This Agreement is made for each respective fire department as automatic assistance pursuant to Chapter 418 of the Texas Government Code, and nothing in this Agreement is intended to limit the availability of benefits to each party's personnel under Chapter 615 of the Texas Government Code, as amended, and as it may be amended in the future.
13. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Cities of Balch Springs and \_\_\_\_\_, each respective governmental entity acting by and through its Mayor or other duly authorized official in the manner required by each respective City's Charter, or otherwise as required by law, on the date hereinbelow specified.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

CITY OF BALCH SPRINGS

CITY OF \_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

MEMORANDUM OF UNDERSTANDING  
 AGREEMENT FOR AUTOMATIC ASSISTANCE BETWEEN THE BALCH SPRINGS FIRE  
 DEPARTMENT AND THE \_\_\_\_\_ FIRE DEPARTMENT

This memorandum of Understanding is authorized by the Mayor of Balch Springs and the City Manager of \_\_\_\_\_ in an agreement dated \_\_\_\_\_.

The purpose of this Memorandum of Understanding is to outline the procedures for implementing an Automatic Assistance response between the City of Balch Springs Fire Department, hereinafter referred to as “\_\_\_\_\_”. This Memorandum is a guide for routine operations and is not intended to replace or adjust the agreement for Mutual Aid and Disaster Assistance currently in effect.

Amount and Type of Assistance

This Agreement is for the exchange of fire and/or EMS service in specified response areas. Fire apparatus will respond on first alarm structural fire incidents and non-structural fire incidents, if designated, in the stipulated response areas. Paramedic units will respond to medical emergencies, if designated, in the stipulated response areas.

Companies required in addition to first alarm assignment must be requested in accordance with procedures established in the Agreement for Mutual Aid and Disaster Assistance.

Response Areas

Fire Response

Balch Springs will provide the following to \_\_\_\_\_:

- 1)
- 2)

\_\_\_\_\_ will provide the following to Balch Springs:

- 1)
- 2)

Emergency Medical Service Response

Hospital destination will be in accordance with the policy of the jurisdiction where the run is made, when an EMS unit in a jurisdiction other than provides the run its own. Medical control and protocol will be in accordance with the policy of the EMS unit making the run.

Collection of patient transportation fees shall be the responsibility of the department providing the transportation.

Balch Springs will provide the following to \_\_\_\_\_:

\_\_\_\_\_ will provide the following to Balch Springs:

### Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station, which is part of the Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

### Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by the respective department training chiefs, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications. The following topic may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Engine Companies and MICUs
- EMS Procedures
- Equipment/Minor Tools Carried
- 5-Inch Hose Program Procedures
- HART Procedures and Capabilities
- High-Rise Plan
- Incident Command System
- Communications Manual of Procedures
- Tactics
- Use of Water Additives
- Water Rescue and Underwater Recovery Operations

### Communications

Communications between dispatch centers will be via telephone.

Communications from dispatch center to mobile units will be on 800MHZ frequency utilizing the NPSAC talk group.

Communications procedures and documents for verifying response and communicating at incidents will be developed between departments and updated as needed thereafter. Radios necessary for communications will be responsibility of each department. Maintenance,

training and replacement of radios will be the responsibility of the department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the dispatch center receiving the alarm will dispatch the proper assignment and immediately notify the other dispatch center via inter-city radio frequency and request the agreed upon assistance. Should the agreed upon assistance not available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall the jurisdictional department upon arrival at the scene will assume command of the incident.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the City of Balch Springs and the Fire Chief of the City of

\_\_\_\_\_.

Date \_\_\_\_\_

\_\_\_\_\_  
Michael F. Cooper, Fire Chief  
City of Balch Springs

Date \_\_\_\_\_

\_\_\_\_\_