



Agenda Memorandum

To: Honorable Mayor and Council Members

From: Eddie Edwards

Date: 10/13/2016

Re: Work Session - Hutchinson County Fire Contract

Proposed Meeting Date: October 18, 2016

Prepared by: Eddie Edwards, City Manager
806-273-0954

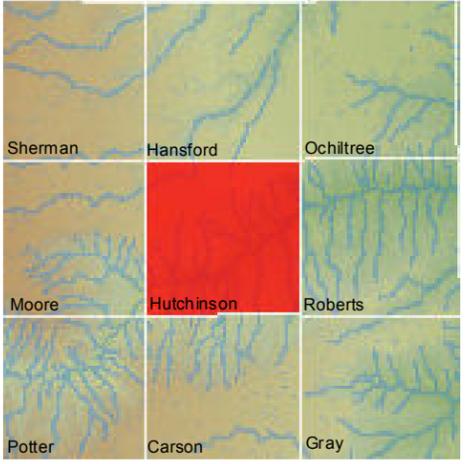
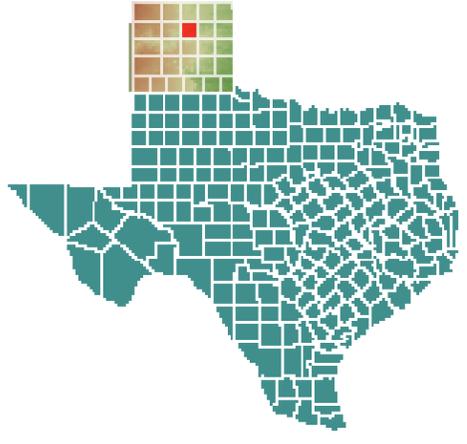
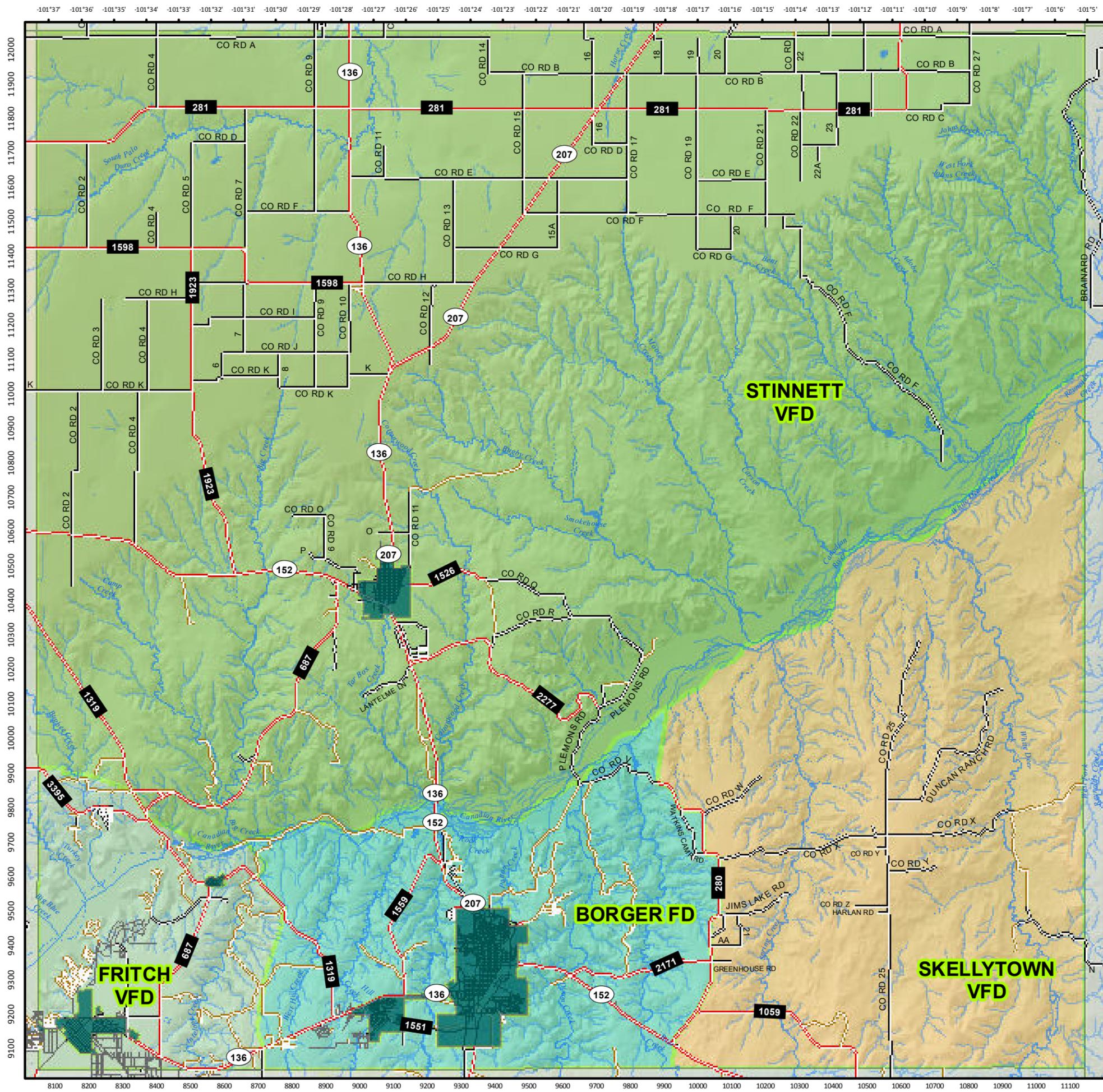
Background/History: For many years the City of Borger and virtually every other fire department in the County along with the Skellytown Fire Department has had a contractual agreement to provide fire protection to the unincorporated areas of the County.

Recently the contract between Hutchinson County and the Skellytown Fire Department was canceled or not renewed. This leaves a significantly sized, but sparsely populated area without a fire department assigned as its primary responding department.

Findings/Current Activity: The County has asked the Borger Fire Department to expand its primary response area to include that area no longer covered by the Skellytown Fire Department. They have also indicated that they would increase our annual payment from \$50,000 to \$60,000 per year. It is a significant sized area; however, under normal circumstances the call volume is insignificant due to the sparse population.

Financial Impact: Additional \$10,000 per year.

Options/Recommendation: Should Council choose to consider the County's request to expand the Primary Response area, staff would like to take this opportunity to address a growing problem. In recent months the Fire Department has first responded to a significant number of calls located outside of our Primary Response Area. I have attached the details of several calls along with a draft of a proposed new Contract that would add a per call fee for those specific calls.

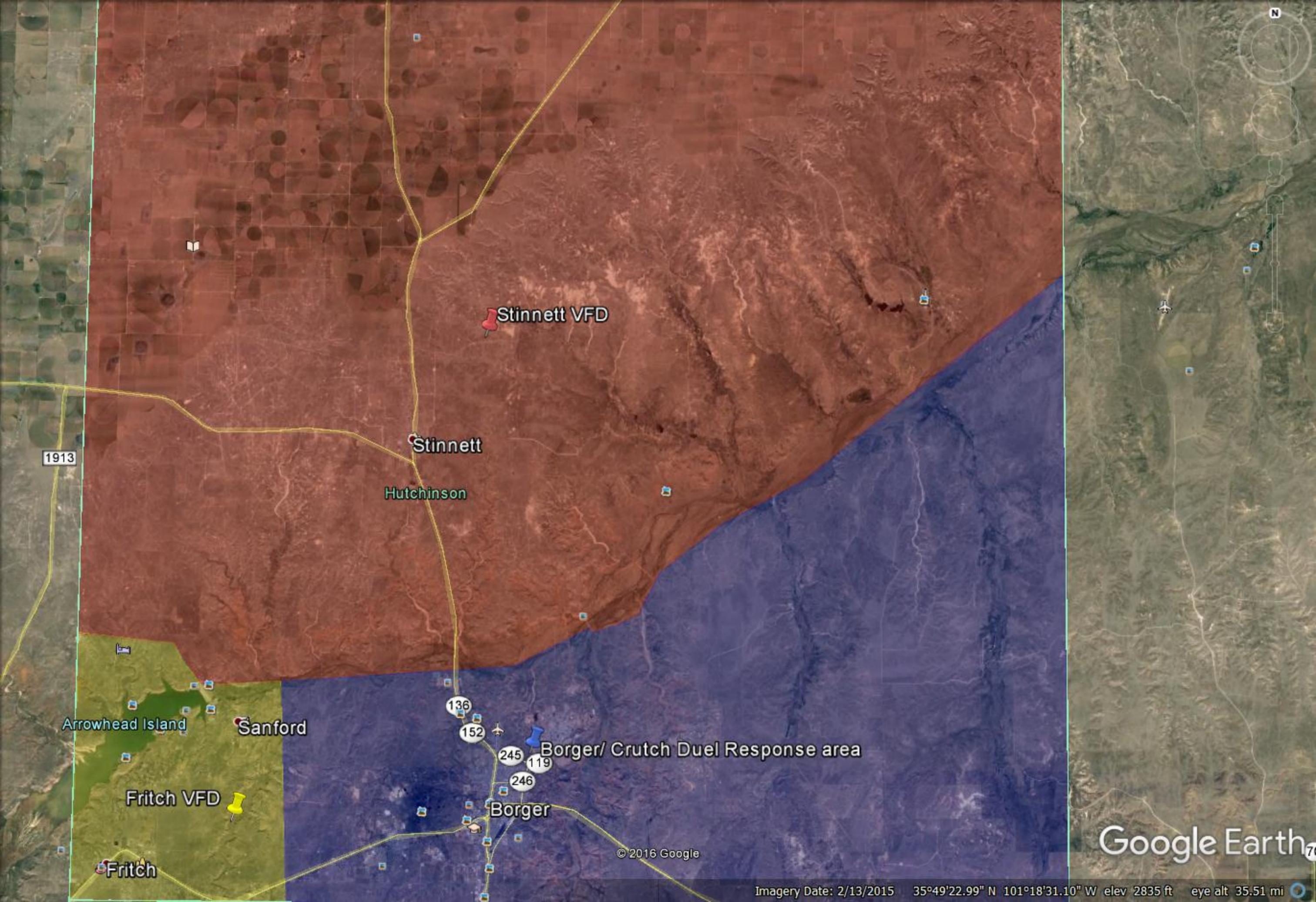


Hutchinson County, Texas General Roads Map

Interstate
 State Highway
 County Roads
 Private Roads
 US Highway
 FM Road
 Civic Roads
 Minor County Roads

0 2 4 8 12 16 Miles

This map is produced to aid emergency service providers in locating 9-1-1 calls. The information on the map, having been obtained from a variety of sources, is believed to be accurate. Please report corrections, omissions and changes to the Panhandle Regional Planning Commission's 9-1-1 network at www.panhandlemaps.com.
 This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Google Earth

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Imagery Date: 2/13/2015 35°49'22.99" N 101°18'31.10" W elev 2835 ft eye alt 35.51 mi

SECTION 1 - DEFINITIONS

Call - The term “call” as defined herein, shall apply to each response by the Borger Fire Department to actual fires; false alarms; fires found to be already extinguished; and potential fire situations, such as fuel spills; setting up of protective water curtains; application of fire suppression chemicals; or lifesaving, rescue, and medical services.

Response - The term “response” as defined herein, shall mean, the Borger Fire Department’s actual dispatch of firefighting personnel and equipment, to said physical location, of any such call within the County and outside the corporate limits of any incorporated city, town, or village.

Mutual Aid - A response to a request from any other fire department based within and contracted with the COUNTY for fire protection services at any location within the unincorporated areas of the County.

SECTION 2 - PUBLIC PURPOSE

The purpose of this Agreement is to provide public fire protection and other emergency response services within the area of the County that lies outside the boundaries of any incorporated city, town, or village. The COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated cities, towns, or villages and by this Agreement, does not attempt to usurp the authority of incorporated cities, towns, or villages to manage, regulate, and provide fire protection and emergency response services within their boundaries.

SECTION 3 – FIRE PROTECTION SERVICES

CITY as part of this Agreement, and as a condition of payment, will provide COUNTY, first response fire protection and other emergency response services in the form of personnel and equipment twenty four (24) hours per day, three hundred sixty five (365) days per year in the “Primary Response Area” as represented in Exhibit “A.”

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SECTION 4 – INSIDE COUNTY MUTUAL AID

Additionally, the CITY agrees that it shall respond to mutual aid calls within the County, for fire protection services at any location within the unincorporated areas of the County, A response under this Section can only be initiated by the request of another fire department that is currently contracted with the COUNTY and only after the requesting department has arrived on scene and determined that their resources are insufficient to handle the required response.

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SECTION 5 – FIRST RESPONSES OUTSIDE OF THE PRIMARY RESPONSE AREA

On occasion situations arise that other area fire departments are unable to initiate a first response within their primary response area. CITY as part of this Agreement, and on a pay per call basis, will provide COUNTY, first response fire protection and other emergency response services in the form of personnel and equipment twenty four (24) hours per day, three hundred sixty five (365) days per year in the unincorporated areas of the County that are outside the CITY’s defined Primary Response Area as represented in Exhibit “A.”

SECTION 6 – PRIMARY RESPONSE AREA

CITY agrees that the Borger Fire Department shall be the first responder for fire protection and other emergency related services to all persons and property within the unincorporated area of the County that lies within the City of Borger’s designated primary response area as represented in Exhibit “A.” From time to time, the primary response area may be expanded, retracted, or otherwise modified in cooperation with both the COUNTY and CITY; however, in no case shall any modification become effective until such modification is properly approved and this Agreement amended by both the Hutchinson County Commissioners Court and the Borger City Council and attached hereto.

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Deleted: Immediate notification, of a fire or other emergency call within the primary response area, shall be made to the Hutchinson County Sheriff’s Department.

SECTION 7 - NATIONAL INCIDENT MANAGMENT SYSTEM (NIMS)

As Required by Homeland Security Presidential Directive 5, COUNTY has adopted the National Incident Management System (NIMS) and follows its criteria for all responses within the unincorporated areas of the County. All departments contracted with COUNTY shall have adopted NIMS and shall provide documentation to authorized COUNTY representatives upon request.

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The Borger Fire Department in its response, and in cooperation with other agencies, agrees to abide by the procedures as set forth in the National Incident Management System (N.I.M.S.) Unified Command Structure.

All Department members shall complete NIMS 100, 200, 700, and 800 training. In addition, departmental officers shall complete NIMS 300 and 400 training. The CITY upon request of the COUNTY shall supply copies of each firefighter and/or officer’s Certificate of Completion for the appropriate level of NIMS certification.

SECTION 8 – INVESTIGATIONS

It is agreed that the CITY’s Fire Department shall not be responsible for the investigations of fires within the unincorporated area of the County, but shall cooperate with any such investigation made by appropriate County officials or designated agents of the County Fire

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Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.

The Borger Fire Department will make every effort to promptly notify the Hutchinson County Fire Marshal of all fires occurring within the County and outside the corporate city limits of Borger, Texas, to which the Borger Fire Department responds as soon as possible, but in no instance later than twenty four (24) hours.

SECTION 9 – REPORTING

Upon request CITY agrees to furnish COUNTY with a copy of all reports, call logs, dispatch logs, and/or other documentation regarding or related to any response within the unincorporated areas of the County that are subject to the terms of this Agreement.

SECTION 10 – PAYMENT

In consideration of such services as defined in Section 3 and Section 4, COUNTY agrees to pay CITY, a total of Sixty Thousand Dollars (\$60,000) per year, due and payable in four equal installments of Fifteen Thousand Dollars (\$15,000) on or before December 31, March 31, June 30, and September 30, of each term of this Agreement.

In consideration of such services as defined in Section 5, COUNTY agrees to pay CITY, a flat fee of \$450.00 per call for each call the Borger Fire Department first responds to outside of the CITY's Primary Response Area and within the unincorporated areas of the County. Any calls responded to pursuant to Section 5 will be invoiced to the COUNTY at the end of the fiscal quarter in which the calls occurred.

SECTION 11 – LIMITATIONS

The COUNTY will not be responsible for the payment of any call responded to by the CITY located within another incorporated city, town, or village in the County.

The CITY's Fire Chief or his authorized designee shall be the sole judge of the type and amount of personnel and equipment dispatched in response to any call, and furthermore, may take into consideration a simultaneous emergency need in the corporate limits of the City of Borger for the same personnel and equipment.

COUNTY furnishes County wide policies and standard operating guidelines to all contracted departments within the County at or near the beginning of each fiscal year. The CITY agrees to make every attempt to operate in cooperation with any policy or operating guideline established by COUNTY that is not in conflict with established CITY policies or standard operating guidelines. Should a conflict arise, both COUNTY and CITY agree to make a good faith effort to resolve such conflicts.

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SECTION 12 – PERSONNEL AS AGENTS OF THE COUNTY

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As provided in Texas Government Code §791.006, the acts of any person while traveling to and from fires, fighting fires, or in any manner furnishing fire protection services, such as training, fire suppression, firefighting, medical services, hazardous materials response services, fire and rescue services, or paramedic services to the COUNTY pursuant to this Agreement shall be considered as the acts of agents of the COUNTY in all respects, notwithstanding the fact that such person may be a regular employee or volunteer of CITY, and the COUNTY is responsible for any civil liability that arises from the furnishing of those services by CITY.

SECTION 13 – INDEMNIFICATION BY COUNTY

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COUNTY shall indemnify and hold harmless CITY, from and against any and all losses, damages, injuries, claims, demands, costs, and expenses (including legal expenses) of every kind, arising out of, or connected with CITY’s response to a call. The CITY, shall promptly notify the COUNTY of any such loss, damage, injury, claim, demand, cost, or expense and the COUNTY shall be entitled to control defense of such demand.

SECTION 14 – LIMITATIONS

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The COUNTY will not be responsible for the payment of any call, responded to by CITY involving any fire located within another incorporated city, town, or village in the County. The CITY’s Fire Chief, or his authorized designee, shall be the sole judge of the type and amount of personnel and equipment dispatched in response to any call, and furthermore, may also take into consideration, a simultaneous emergency need in the city, for the same personnel and equipment.

SECTION 15 – TERMINATION

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Either party may terminate this agreement hereto, by giving sixty (60) days prior written notice of termination. If initiated by the COUNTY, such notice shall include a pro-rated payment due for the current quarter. If termination is initiated by CITY, then the pro-rated payment shall be due as specified in Section 5 – Payment.

SECTION 16 – NOTICE

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Any notice required or permitted to be delivered hereunder shall be in writing and may be delivered to the other by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

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CITY: City of Borger, Texas
Attn: City Manager
P.O. Box 5250
Borger, Texas 79008

COUNTY: Hutchinson County
Attn: County Judge
PO Box 790
Stinnett, Texas 79083

SECTION 17 - GENERAL PROVISIONS

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Governing Law/Venue - This Agreement shall be interpreted in accordance with the laws of the State of Texas and Hutchinson County is the proper venue for any action regarding this Agreement.

Limitation of Liability - By entering into this Agreement, neither party waives the defenses of governmental immunity, sovereign immunity, or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

Entire Agreement - This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to, or by the parties to each other.

Amendment - If the parties desire to amend this Agreement during the initial or any subsequent term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved by both the Hutchinson County Commissioners Court and the Borger City Council.

SECTION 18 – EFFECTIVE DATES

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This Agreement shall become effective October 1st 2016, and shall remain in full force and effect for a term of one (1) year. This Agreement shall automatically be extended for successive one (1) year periods each October 1st thereafter, unless either party gives written notice of its intent to renegotiate or terminate this agreement, at least sixty (60) days prior to the anniversary date.

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Executed on behalf of Hutchinson County, Texas by its County Judge, on the ____ day

of _____, ~~2016~~.

Deleted: 2014

Hutchinson County Judge

ATTEST:

County Clerk

Executed on behalf of the City of Borger, Texas by its Mayor, on the ____ day of

_____, ~~2016~~.

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Mayor, City of Borger

ATTEST:

City Secretary, City of Borger

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**Judge Anthony B. Griffin
DIRECTOR**

**Municipal Court &
Communications**

600 N Main Street • PO Box 5250

Borger, Texas 79008-5250

Phone: (806) 273-0923 • Fax: (806) 273-3337

June 28th, 2016

Grass Fire North of Stinnett

Stinnett Fire Department was paged out twice with no response.

**Finally Alan Wells, Stinnett Fire Department, advised to page out
Borger Fire Department.**

Stinnett Fire Department never responded to this fire.

BFD
SFD-1
copy

EMS AND FIRE LOG

Date: 6-28-14 Caller Name: _____

Address: No 7 Stinnett Phone Number: _____

Time call received: 1123 Type of call: grass fire

Directions: _____

***** DON'T FORGET EOC WHEN DISPATCHING FIRE
OUTSIDE CITY LIMITS*****

City	Unit ID	Dispatched	Enroute	On Scene	Depart Scene	At Destination
<u>S</u>		<u>1124</u>				
<u>Barger</u>	<u>E622</u>	<u>1131</u>	<u>1134</u>		<u>1155</u>	
	<u>95</u>	<u>1131</u>	<u>1134</u>		<u>1137</u>	

Other Comments or Information: 2nd page @ 1128
paged Barger @ 1131 per Alan Wells

Time fire out or Under Control: _____

Dispatchers Name: (print) ep nw ch



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July 5th, 2016

Grass Fire near Stinnett

Stinnett Fire Department was paged out.

Stinnett Fire Department advised that they only had one person and requested Borger Fire Department to be paged out.

Stinnett Fire Department requested Borger Fire Department before evaluating the incident or trying to get more people in to the Fire Department.

EMS AND FIRE LOG

SFD
BFD
copy

Date: 7-5-16 Caller Name: YMJB Brown
Address: Dial Pastor Phone Number: 878-4673
Time call received: _____ Type of call: Grass Fire
Directions: 5th fire 1 acre

***** DON'T FORGET EOC WHEN DISPATCHING FIRE OUTSIDE CITY LIMITS*****

City	Unit ID	Dispatched	Enroute	On Scene	Depart Scene	At Destination
S	U5	1240	1248	1253	1328	1341
B	99	1245	1246	1302	1319	
B	622	1248	1258	1311	1328	

Other Comments or Information: @1245 per 940 as soon as they have personnel available

Time fire out or Under Control: under control @1254
Dispatchers Name: (print) NW of



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July 7th, 2016

Grass Fire at FM 287 & Hwy 136

Paged out Stinnett Fire twice before they responded

**Stinnett Fire Department requested Borger Fire Department
before even going enroute or getting on scene of the incident.**

EMS AND FIRE LOG

copy
SFD
DFD

Date: 7/7/16 Caller Name: _____

Address: Fm 281 & 136 Phone Number: _____

Time call received: 1253 Type of call: grass fire

Directions: Corn field fire

***** DON'T FORGET EOC WHEN DISPATCHING FIRE OUTSIDE CITY LIMITS*****

City	Unit ID	Dispatched	Enroute	On Scene	Depart Scene	At Destination
<u>S</u>	<u>U5</u>	<u>1253</u>	<u>1258</u>	<u>1314</u>		
<u>S</u>	<u>B622</u>	<u>1259</u>	<u>1300</u>	<u>1318</u>	<u>1402</u>	
			<u>1320</u>			

Other Comments or Information: @1257 Stinnett fire request 2nd cones
100ft Diameter light fuel low activity

Time fire out or Under Control: _____

Dispatchers Name: (print) WJ [signature] CP



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August 11th, 2016

Semi-truck tractor smoking at H&H Credit Union in Stinnett

Stinnett Fire Department paged out

Stinnett Fire Department (Gina) automatically requested Borger Fire Department before going to scene

It was found that it was just the brakes on the truck that were smoking and no fire so Borger Fire Department was then cancelled by "Gina" of the Stinnett Fire Department

EMS AND FIRE LOG

COPY

Date: 8-11-16 Caller Name: _____

Address: H+H Credit Union Phone Number: _____

Time call received: 1039 Type of call: Semi Smoking

Directions: _____

***** DON'T FORGET EOC WHEN DISPATCHING FIRE OUTSIDE CITY LIMITS*****

City	Unit ID	Dispatched	Enroute	^{Gina} On Scene	Depart Scene	At Destination
<u>S</u>		<u>1039</u>	<u>1041</u>			
<u>B</u>	<u>E1</u>	<u>1041</u>	<u>1043</u>	}	<u>1052-10-22</u>	
	<u>93</u>	<u>1041</u>	<u>1043</u>			

Other Comments or Information: no fire - brakes smoking - getting fixed

Gina requested Bergen fire dispatch @ 1041

Time fire out or Under Control: _____

Dispatchers Name: (print) ep mw jr



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August 16th, 2016

Controlled Burn During Burn Ban at County Rd K & FM 1923

Stinnett Fire Department was paged out but advised that they could not respond and requested Borger Fire Department

Borger Fire Department responded to scene and took care of the situation

EMS AND FIRE LOG

copy

Date: 8/10/16 Caller Name: 8010

Address: COR K & 1923 Phone Number: _____

Time call received: 1158 Type of call: Controlled Burn
During Burn Ban

Directions: _____

***** DON'T FORGET EOC WHEN DISPATCHING FIRE
OUTSIDE CITY LIMITS*****

City	Unit ID	Dispatched	Enroute	On Scene	Depart Scene	At Destination
<u>S</u>	<u>SF</u>	<u>1158</u>	<u>@1159</u>	<u>Stunnett</u>	<u>Fire</u>	<u>Can't Respond</u>
<u>B</u>	<u>U21</u>	<u>1159</u>	<u>1205</u>	_____	<u>1304</u>	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Other Comments or Information: _____

Time fire out or Under Control: _____

Dispatchers Name: (print) NWCP



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Borger, Texas 79008-5250

Phone: (806) 273-0923 • Fax: (806) 273-3337

August 18th, 2016

Possible Grass Fire in North County

Stinnett Fire Department paged out

Stinnett Fire Department advised only had 1 personnel and automatically requested Borger Fire Department or Hansford County Fire Department, even though the fire had not yet been located

Hansford County located the fire and determined it was a controlled burn in Hutchinson County

Borger Fire Department was disregarded at that time

EMS AND FIRE LOG

copy

Date: 8-18-14 Caller Name: _____

Address: City Rd N of 281 Phone Number: _____

Time call received: 1525 Type of call: poro grass fire

Directions: _____

***** DON'T FORGET EOC WHEN DISPATCHING FIRE OUTSIDE CITY LIMITS*****

City	Unit ID	Dispatched	Enroute	On Scene	Depart Scene	At Destination
<u>S</u>	<u>430</u>	<u>1525</u>	<u>1533</u>	<u>1548</u>	<u>1552</u>	

@ 1527 - Stinnett stated to call
Borger fire or Hansford Co

@ 1528 - Borger fire contacted - asked
to call Hansford to see if they
have anything

@ 1529 - Hansford Co contacted - have
deputies looking for the fire

B, 622 + 94 1534 1536 - disregarded @ 1550 1604
Back in cit

Other Comments or Information: @ 1538 - Hansford Co called and
stated it was a controlled burn in our
county.

@ 1548 - per 817 - ag burn under control
Time fire out or Under Control: _____

Dispatchers Name: (print) ap mw ab

1538