

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Curtis E. Hawk, City Manager
William Bell, Fire Chief
Date: January 7, 2014
Subject: Northeast Fire Department Association (NEFDA) Interlocal Agreement

City Council Action Requested:

Approve the City of Richland Hill's participation in the NEFDA Interlocal Agreement, and authorize the City Manager to execute the agreement.

Background Information:

Mutual Aid.

The Northeast Fire Department Association (NEFDA) is a 14-member municipal intergovernmental cooperative established through a Mutual Aid Fire Protection & Emergency Medical Service Agreement. The current fourteen participating members are Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, **Richland Hills**, Roanoke, Southlake, Trophy Club through its Municipal Utility District (MUD) #1, Watauga, and Westlake. The Mutual Aid Agreement allows for the equipment, facilities and trained personnel of each city's fire department to be available to the other cities in the agreement on a requested basis.

The emergency services shared between the fourteen cities includes fire and emergency medical response, hazardous materials response, swift water rescue, confined space rescue, structural collapse rescue, high angle (rope) rescue, trench

collapse rescue, and a bomb team. Participation in NEFDA affords a level of emergency response to the communities served by the member agencies that otherwise would not be available due to budget constraints. This is particularly advantageous to the business and residential citizens in a community with a population size as small as Richland Hills.

Capital Replacement Needs.

The participating NEFDA members have built up specialized vehicles and equipment used specifically for the shared services with an estimated value of \$2.8 million dollars, much of it obtained through state and federal grants over the last ten years that are no longer available. The participating member agency that initially acquired the specific equipment actually holds title to and houses the equipment, and is fully responsible for the equipment (maintenance, insurance for loss or damage at full replacement value, etc.). The vehicles and equipment held by the participating agencies must be replaced over time in order to maintain the NEFDA mutual aid capabilities. The interlocal agreement now before you for consideration provides an avenue for the member agencies to collectively provide a Capital Replacement Fund (CRF) for the future replacement of the vehicles and equipment on an as needed basis.

Interlocal Agreement.

The agreement provides the funding mechanism for a schedule of replacement for the vehicles and equipment needed for the NEFDA mutual aid program. The capital replacement program will be funded by an annual contribution from the member agencies based upon population, as set out in Exhibit A to the Interlocal Agreement. The Richland Hills CRF contribution for the current year, derived from a base fee of \$5,000 on each NEFDA city and an additional \$2,164 based on the city's population (\$0.2750 per person based on NCTCOG population estimates), will be \$7,164.

The CRF contribution is for the replacement of jointly-used emergency response equipment and is separate from the city's annual NEFDA membership dues (which is

\$5,024 for Richland Hills). Both the NEFDA membership dues and CRF contribution were included in the FY 2013-14 Annual Budget approved by Council.

The Interlocal Agreement provides that the agreement is effective for an initial term of one (1) year, and that each agency's membership will renew automatically each year unless terminated by the participating member. The Capital Replacement Schedule may be adjusted as new equipment is received or as old equipment is retired. The NEFDA Board and the participating agency representatives will meet annually prior to the budget year to review the Capital Replacement Program and to determine the Capital Replacement funding schedule for the new fiscal year.

Board/Citizen Input:

N/A

Financial Impact:

The cost to the City of Richland Hills for FY 2013-14 is \$7,164 and was approved by City Council with adoption of the annual budget.

Staff Contacts:

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William Bell, Fire Chief
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bbell@richlandhills.com

Attachment:: Interlocal Agreement

Northeast Fire Department Association (NEFDA) Interlocal Agreement

The State of Texas

Tarrant County

This agreement is made and entered into by and between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD#1, Watauga, and Westlake, herein referred to as "Parties". This group of cities is also known as the Northeast Fire Department Association.

The Parties desire to enter into an agreement for the replacement of jointly-used emergency response equipment.

Now therefore, that it is agreed that in consideration of the mutual covenants, agreements and benefits to all Parties it is hereby agreed as follows:

I. Capital Replacement Funding Procedures

The Northeast Fire Department Association (NEFDA) has purchased over \$2.8 million in capital equipment through grant programs and its operating budget since its inception. In order to assure that major equipment can be replaced in future years, a Capital Replacement Fund will be established, and all funds will be deposited in a depository account managed by the City of Hurst. Each participating entity will be responsible for making annual contributions to the Capital Replacement Fund based on a schedule approved by the NEFDA Board and participating cities/agencies. The administration of the Capital Replacement Fund will be the responsibility of the NEFDA Board of Directors and the City Managers of Hurst, Euless and North Richland Hills and Haltom City (representing the participating cities/agencies). A listing of all Major Capital purchases over \$15,000 will be detailed in a replacement schedule showing the replacement amount and the year that the equipment is scheduled for replacement.

The Capital Replacement Program will be updated annually by the NEFDA Board and its members. The NEFDA Board and City Manager/District Manager representatives will meet annually, in March, prior to the budget year to approve the Capital Replacement Program and to determine the Capital Replacement funding schedule. The Capital Replacement Schedule may be adjusted as new equipment is received or as old equipment is retired. The replacement and funding schedules will be reviewed by all participating cities/agencies at an annual meeting that will be held in April, prior to the plans implementation on October 1st of the new fiscal year. All operational funds will be governed by the NEFDA Board of Directors. All year-end undesignated operational budget surpluses will be transferred to the Capital Fund by October 1st. At any time if a Federal Audit is required of Grant Funds, NEFDA will reimburse the cities/agencies for any audit expenses. Disbursements from the fund will be approved by the NEFDA Board and the City Manager/District Manager representatives as determined by the approved funding plan.

Each participating city/agency may house and operate specific equipment. If equipment is housed by a participating city/agency they will hold the title to that equipment. Each city/agency that holds title to equipment will be fully responsible for the equipment and will insure the equipment for loss or damage at full replacement value. Any retired equipment will be auctioned with the proceeds being deposited into the Capital Replacement Fund as permitted through grant funding procedures. Auctioned equipment will go through the public auction process as determined by State Law and by the entity that has responsibility for the equipment.

II. Term of Agreement / Consideration

2.01 Term. The terms of the agreement shall become effective upon approval by the governing body for each respective Party hereto and shall remain in effect for an initial term of one (1) year commencing upon the date of each Party's signature below, which term shall renew automatically annually upon the anniversary date of this agreement unless earlier terminated by a Party as provided herein. If a Party desires to opt out, the Party must give a 90 day notice of such intent. If a Party opts out, the agreement remains intact for the rest of the Parties. Adding Parties to the agreement will not affect the terms of the agreement.

2.02 Consideration. The Parties agree that sufficient consideration for this agreement exists and is found in the cross promises set forth above and other good and valuable consideration. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this agreement. Each cities/agencies payment is identified in Exhibit A of this agreement.

III. Amendments

This agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. The Amendment will not be effective to any Party that does not agree.

VI. Compliance with All Applicable Laws

The Parties shall observe and comply with all Federal, State, local laws, rules, ordinances, and regulations affecting the conduct or services provided and their performance of all obligations undertaken by this Agreement.

V. Legal Considerations

All local, State and Federal Laws shall supersede any provisions made in this agreement. Any provision so effected will not negate the rest of the agreement. In case any one or more of the

provisions contained in this agreement shall be 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, unenforceable provision had never been contained herein. This agreement is performable in Tarrant County, Texas, and venue for any proceeding under this agreement shall be in Tarrant County, Texas. This agreement shall become binding and effective as to each individual Party upon signature by an authorized representative of such individual Party.

VI.
Liability / Governmental Immunity

All civil liability arising from the furnishing of fire/EMS protection services under this agreement shall be assigned to the party actually providing the equipment, services, and manpower pursuant to Texas Government Code, Section 791.006 (a-1) and the assignment of liability is intended to be different than liability otherwise assigned under Texas Government Code, Section 791.006 (a). Notwithstanding the foregoing, the fact that parties hereto accept certain responsibilities relating to the rendering of Fire Protection and Emergency Medical Services under this agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. No Party hereto waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

VII.
Insurance

Each Party shall provide liability insurance to cover the operation of the equipment housed by that Party, and the acts and omissions or of its respective officers, employees, and agents' obligations under this agreement. A Party may use a program of self-insurance to provide all or part of such liability insurance, but if so, such party shall provide the details of such insurance to the other Parties upon request.

VIII.
Non-Waiver

All rights, remedies and privileges permitted or available to any Party under this agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by any party in the enforcement of any such right, remedy or privilege against any other Party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by any party under this agreement shall not result in a forfeiture of any rights, remedies, or privileges under this agreement by such defaulting Party.

**IX.
Signature Authority**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto and each Party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**X.
No Third-Party Beneficiaries**

By entering into this agreement, the Parties do not create any obligations express or implied, other than those set forth herein. This agreement shall not create any rights in any Parties not signatory hereto.

CITY OF BEDFORD

CITY OF GRAPEVINE

City Manager

City Manager

ATTEST:

ATTEST:

City Secretary

City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

CITY OF COLLEYVILLE

CITY OF HALTOM CITY

City Manager

City Manager

ATTEST:

ATTEST:

City Secretary

City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

CITY OF EULESS

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF RICHLAND HILLS

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF HURST

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF NORTH RICHLAND HILLS

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF ROANOKE

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF SOUTHLAKE

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF WATAGUA

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

TROPHY CLUB MUD#1

District Manager

ATTEST:

District Secretary

APPROVED AS TO FORM:

MUD#1 Attorney

CITY OF WESTLAKE

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

City	City Population	Operation Dues			Capital Replacement Dues			Total NEFDA Fee
		Base Fee	Pop. Fee	Total	Base Fee	Pop. Fee	Total	
Bedford	47,310	\$4,500	\$3,321	\$7,821	\$5,000	\$13,010	\$18,010	\$25,831
Colleyville	23,270	\$4,500	\$1,634	\$6,134	\$5,000	\$6,399	\$11,399	\$17,533
Eules	51,570	\$4,500	\$3,620	\$8,120	\$5,000	\$14,182	\$19,182	\$27,302
Grapevine	47,070	\$4,500	\$3,304	\$7,804	\$5,000	\$12,944	\$17,944	\$25,749
Haltom City	42,190	\$4,500	\$2,962	\$7,462	\$5,000	\$11,602	\$16,602	\$24,064
Hurst	37,460	\$4,500	\$2,630	\$7,130	\$5,000	\$10,302	\$15,302	\$22,431
Keller	41,090	\$4,500	\$2,885	\$7,385	\$5,000	\$11,300	\$16,300	\$23,684
NRH	64,240	\$4,500	\$4,510	\$9,010	\$5,000	\$17,666	\$22,666	\$31,676
Richland Hills	7,870	\$4,500	\$552	\$5,052	\$5,000	\$2,164	\$7,164	\$12,217
Roanoke	6,470	\$4,500	\$454	\$4,954	\$5,000	\$1,779	\$6,779	\$11,733
Southlake	27,080	\$4,500	\$1,901	\$6,401	\$5,000	\$7,447	\$12,447	\$18,848
Trophy Club	9,400	\$4,500	\$660	\$5,160	\$5,000	\$2,585	\$7,585	\$12,745
Watauga	23,500	\$4,500	\$1,650	\$6,150	\$5,000	\$6,463	\$11,463	\$17,612
Westlake	1,040	\$4,500	\$73	\$4,573	\$5,000	\$286	\$5,286	\$9,859
Total	429,560	\$63,000	\$30,155	\$93,155	\$70,000	\$118,129	\$188,129	\$281,284

Base Fee	Pop Fee	Base Fee	Pop fee
\$4,500	\$0.0702	\$5,000	\$0.2750