

**FIRE PROTECTION SERVICES**  
**INTERLOCAL AGREEMENT WITH**

**CARLSBAD VOLUNTEER FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into by and between Tom Green County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the Carlsbad Volunteer Fire Department located in Tom Green County, Texas, hereinafter referred to as "VFD", and has an effective date of October 1, 2010.

WHEREAS, COUNTY is duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Tom Green County; and

WHEREAS, VFD is a Volunteer Fire Department duly organized and operating under the laws of the State of Texas and is engaged in providing fire protection and related services for the benefit of the citizens of Carlsbad community; and

WHEREAS, VFD is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has trained personnel whose duties and responsibilities are related to the use of such vehicles and equipment, and

WHEREAS, COUNTY and VFD mutually desire to be subject to contract pursuant to the provisions of Government Code, Chapter 791, Interlocal Cooperation Chapter 352 of the Local Government Code, and Chapter 49, Section 49.351 of the Texas Water Code.

NOW, THEREFORE, COUNTY and VFD, for the mutual promises, covenant, agreements and considerations stated herein, agree as follows:

**I.**  
**TERM**

The term of this Agreement shall be for the period beginning October 1, 2010 through September 30, 2011.

**II.**  
**SERVICES**

The services to be rendered in accordance with this Agreement by VFD are the fire protection services normally rendered by VFD to citizens of Tom Green County in the Carlsbad community, as set forth in Attachment A, and which are extended to all citizens of COUNTY residing in the unincorporated areas of COUNTY within the operating territory or jurisdiction of all VFD's as agreed to by each VFD and COUNTY per Mutual Aid Emergency Service Protection Agreements. These services are rendered in consideration of the basic funding set forth in this Agreement; for the common good and benefit; and to serve the public convenience and necessity of the citizens of COUNTY who are not otherwise protected with respect to fire prevention, extinguishment, safety, and rescue services.

**III.**  
**LIAISON OFFICER**

COUNTY shall designate the County Judge to act on behalf of COUNTY and to serve as "Liaison Officer" between COUNTY and VFD. The County Judge or his designated substitute or designees shall devote sufficient time and attention to this Agreement to insure the performance of all duties and obligations of COUNTY and provide supervision of COUNTY's employees, agents, representatives,

- contractors, sub-contractors and/or laborers engaged in the performance of those Agreements for the mutual benefits of COUNTY and VFD.

**IV.**  
**PERFORMANCE OF SERVICE**

VFD shall devote sufficient time and attention to insure the performance of all duties and obligations of VFD under this Agreement and shall provide immediate and direct supervision of the VFD employees, agents, and volunteers engaged in the performance of this Agreement for the mutual benefit of VFD and COUNTY.

**V.**  
**COMPENSATION**

COUNTY agrees to pay to VFD for the full performance of services as provided in this Agreement the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (7,500.00), payable upon execution of this Agreement. VFD understands and agrees that payment by the COUNTY to VFD shall be made in accordance with the normal and customary processes and business procedures and practices of COUNTY and in conformance with applicable state law.

**VI.**  
**FINANCIAL RECORDS**

VFD agrees to make available its financial records for review annually as required by COUNTY.

**VII.**  
**RESPONSIBILITY OF COUNTY**

COUNTY, to the extent allowed by law, shall be responsible for the acts, negligence, and/or omissions of all elected officials, officers, employees, and agents of COUNTY while engaged in the performance of this Agreement.

**VIII.**  
**RESPONSIBILITY OF VFD**

VFD, to the extent allowed by law, shall be responsible for the acts, negligence, or omissions for all officers, employees, volunteers, and agents of VFD while engaging in the performance of this Agreement.

**IX.**  
**APPLICABLE LAW**

COUNTY and VFD understand and agree that liability under this agreement is governed by V.T.C.A Government Code Chapter 791 and V.T.C.A., Local Government Code Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible COUNTY and VFD agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

**X.**  
**DEFAULT**

In the event of any default in any of the covenants herein contained, this Agreement may be forfeited and terminated at either party's discretion if such default continues for a period of ten (10) days after notice to the other party in writing of such default and intention to declare this Agreement terminated. Unless the default is cured as aforesaid, this Agreement shall terminate as if that were the day originally fixed herein for the expiration of the Agreement.

**XI.**  
**TERMINATION**

This Agreement may be terminated any time, by either party giving sixty (60) days written notice to the other party. In the event of such termination by either party, **VFD** shall be compensated pro rata for all services performed to the date of termination. In the event of such termination, should **VFD** be overcompensated reimbursable expenses as authorized by this Agreement, **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**XII.**  
**GOVERNMENTAL IMMUNITY**

The fact that **COUNTY** and **VFD** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as a 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 and permitted under the law. Neither **VFD** nor **COUNTY** waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

**XIII.**  
**ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between **VFD** and **COUNTY** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument approved and signed by both **VFD** and **COUNTY**.

**XIV.**  
**LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and suites of the parties hereto, shall be governed by the laws of the State of Texas. The venue of any dispute or matter arising under this Agreement shall lie in Tom Green County.

**XV.**  
**SEVERABILITY**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

**XVI.**  
**AUTHORITY**

The undersigned are authorized 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 said authority have been duly passed and are now in full force and effect.

**XVII.**  
**SERVICE AREA**

Acceptance of this Agreement constitutes approval of the services area out in attached Exhibit A.

EXECUTED in duplicate originals on the dates set forth below.

**CARLSBAD VOLUNTEER FIRE DEPARTMENT**

P.O. Box 397  
Carlsbad, TX 76934

By: William W. Waller  
William W. Waller, Fire Chief  
Acting on behalf, and by the Authority,  
of the Carlsbad Volunteer Fire Department

Witnessed by: Linda Waller  
Secretary, Carlsbad VFD  
Linda Waller  
Print name

**TOM GREEN COUNTY, TEXAS**

122 W. Harris  
San Angelo, TX 76903

By: Michael D. Brown  
Judge Michael D. Brown  
Acting in his official capacity as  
County Judge, and not individually

Date: 1-11-11

**ATTEST:**

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge, Tom Green County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, therein expressed and in the capacity therein stated.

Subscribed and acknowledged before me by the said County Officials, on this the 11<sup>th</sup>  
day of January, 2011.

Attest: Asyana Yancy, Deputy Clerk  
for Elizabeth McGill, County Clerk  
Tom Green County, Texas

**APPROVED AS TO CONTENT:**  
BY: Ron Perry  
Ron Perry, Emergency Management  
Coordinator, Tom Green County