FIRE PROTECTION SERVICES
INTERLOCAL AGREEMENT WITH

MERETA 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 Mereta 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 MERETA 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 Mereta community, as set forth in Attachment A, and which services will now be 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 the **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 FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($5,500.00), 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 it 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 herby 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.

MERETA VOLUNTEER FIRE DEPARTMENT
% Mark Kellermeier
P. O. Box 72
Mereta, TX 76940

By: _____ Date: 9/21/10
Mark Kellermeier, President and Fire Chief
Acting on behalf, and by the Authority,
of the Mereta Volunteer Fire Department

Witnessed by: Jim Roberts
Secretary, Mereta VFD

JIM ROBERTS
Print Name

TOM GREEN COUNTY, TEXAS
122 W. Harris
San Angelo, TX 76903

By: _____ Date: 1-11-11
Judge Michael D. Brown
Acting in his official capacity as
County Judge, and not individually

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 11th **day of** January, **20**11.

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

APPROVED AS TO CONTENT:

BY: _____
Ron Perry, Emergency Management
Coordinator, Tom Green County

G:Interlocal Agreements/VFD