FIRE PROTECTION SERVICES
INTERLOCAL AGREEMENT

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, 2015.

WHEREAS, **COUNTY** is a 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 the VFD area of responsibility; and

WHEREAS, **VFD** is the owner / 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 V.T.C.A. Government Code, Chapter 791, Interlocal Cooperation Chapter; and Texas Local Government Code 352, County Fire Protection.

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 a one-year period beginning October 1, 2015 and continuing annually thereafter until terminated pursuant to section XI of this agreement.

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 within the VFD's area of responsibility, and which are extended to all citizens of **COUNTY** residing in the unincorporated areas of **COUNTY** within the operating territory or jurisdiction of all volunteer fire departments 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 section V of this Agreement and 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. LIASON 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

As consideration for this agreement, each year the COUNTY agrees to pay to **VFD** for the full performance of the basic and normal services as provided in this Agreement the amount provided for in the Tom Green County budget for the **VFD** for the applicable fiscal year, payable upon execution of this Agreement and annually thereafter and after receipt by **COUNTY** of **VFD** Annual Report. **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

As to the extent of the funds appropriated to the **VFD**, the **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, Interlocal Cooperation Chapter; and Texas Local Government Code 352, County Fire Protection. 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 duties 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. REIMBURSEMENT OF COSTS ASSOCIATED WITH SERVICES PERFORMED AS A RESULT OF A DECLARED DISASTER

In the event that **VFD** incurs costs and/or expenses that are associated with the performance of their services that are above and beyond the basic and normal services that are covered by this agreement and that are associated or in conjunction with a Declared Disaster, the **COUNTY** may coordinate and apply for reimbursement for such costs and/or expenses from other agencies or entities, either federal, state or private on behalf of the **VFD**.

EXECUTED in duplicate originals on the dates set forth below.

CARLSBAD VOLUNTEER FIRE DEPARTMENT

Address: P.O. Box 424

Carlsbad, TX 76934

By: William W. Waller Jr.

Printed Name: William W Waller Sr.

Date: 12-12-15

TOM GREEN COUNTY, TEXAS

County Judge
Acting in his official capacity as
County Judge, and not individually

DEC 22 2015

Date:

MUTUAL AID EMERGENCY SERVICE PROTECTION AGREEMENT

I.

SCOPE OF SERVICES

A. During the term of this agreement, the Volunteer Fire Departments within Tom Green County, agree to provide upon request such personnel, equipment or facilities as may be needed to prevent and combat the effects of emergencies and/or disasters through training; for the suppression of fires through firefighting; emergency medical services (EMS) through First Responders; hazardous materials (HAZMAT) incidents; or any natural or technological hazards as declared within the county or the jurisdiction area.

B. The duties and responsibilities associated with saving lives and property within the jurisdictional areas of the requesting department, provided that the personnel, equipment or facilities requested are not otherwise required within the jurisdiction as determined by the Fire Chief or Chief Fire Service Officer or his/her designated representative of the providing party. It is expressly understood and agreed by all fire departments hereto that no providing department shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own area.

C. The Departments agree that a request for mutual aid, made pursuant to this Agreement, can be made when an emergency occurs in their jurisdiction and may be beyond the requesting departments' capabilities to the respective Fire Chiefs or Chief Fire Safety Officers or their designated representatives for assistance.

D. The Volunteer Fire Departments agree:

   a. To maintain the work force and equipment needed to sufficiently control emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction;

   b. To provide an emergency action plan for activating their personnel and equipment within their jurisdiction;

   c. To maintain established procedures for the mitigation of emergencies; and

   d. To provide all departments with a current list of the materials and equipment, this, under most circumstances, could be furnished to the requesting department for use in the mitigation of any emergencies.

II.

DIRECTION AND CONTROL

The requested emergency service unit(s) or fire service company(s) or task force(s) shall be under the direction and control of its own department or company officer or task force leader. They will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The department or company officer or task force leader will report to the Command Post of the Incident Commander (IC)

of the requesting department and will make himself/herself and the department or company or task force for which they are responsible available for service. The IC will assume direction and control of the unit in whole and will give that unit an assignment. The fact that the task at hand is inherently dangerous must always be considered.

III.

POST RESPONSE

The IC will maintain control of all resources until the request for assistance and/or response to the request is terminated. This may include returning equipment, releasing personnel, any acquired property and the holding and disposing of equipment and property, as required for terminating the response.

IV.

EQUIPMENT AND CONSUMABLE RESOURCES

A. The condition of the equipment must be the sole responsiblitiy of its owner. If the equipment is damaged or destroyed during the incident, the financial liability will be settled by the criteria established by the equipment's insurance carrier. The owner may attempt to recover any and all cost of the equipment from any resources available to him/her.
B. Any consumable resources may be reimbursed by or though the Incident Commander's jurisdiction. The Incident Commander has a right to recover any and all cost of the incident from any resources available to him/her.
C. In the event the incident receives a Disaster Declaration, the jurisdictions involved will work together with any local, state, or Federal Emergency Management Departments, the County's Local Emergency Planning Committee (LEPC), and the State of Texas to receive remuneration from the State Public Assistance Office or the Federal Emergency Management Administration (FEMA) for the equipment damaged or lost and/or for the consumable resources used.
D. Any responding department may claim reimbursement for the direct expenses and losses that are additional for any emergency services incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident or any other emergency response on federal property under this agreement as provided in 44 CFR Part 151, Reimbursement for Costs of Firefighting on Federal Property.

V.

TERMS OF AGREEMENT

A. The terms of this Agreement shall be indefinite with yearly approvals from each Department, unless notice of termination is given by any of the Departments.

B. Any Department has the right to terminate said Agreement upon sixty (60) days written notice to the other departments.

C. The addition or deletion of Departments to or from this Agreement shall not affect the Agreement as to the remaining departments.

D. No further obligations or liabilities shall be imposed after such termination.
E. Each Department agrees to allow any other municipal, quasi-municipal, county or volunteer organization emergency services department to join in the Agreement after formal approval

by its governing body and notification of such action to each of the other parties to the Agreement.

F. Each Department, who initially executes the Agreement, delegates to its Department, the authority to execute such amendments, as may be necessary in the future to accommodate the joining of the new parties to the Agreement, without charge of any other terms or conditions of the Agreement.

VI.

AGREEMENT MAINTENANCE

A yearly regularly scheduled review of this Agreement, specific operational procedures, procedures for resolving disagreements, developing possible changes to the Agreement, or any other action that will facilitate the intent of the Agreement, shall be done along the same time frame as the elections of officers for the VFD which is the second quarterly meeting date in April of each year.

VII.

AMENDMENTS

This Agreement can be amended or replaced by mutual consent of the parties.

VIII.

AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive between the requesting Departments, jurisdictions and any participating Departments. It is hereby understood that the agreement entered into hereunder and any corresponding Agreements shall not supplement existing mutual aid agreements nor deny the right of any party hereto to negotiate supplemental mutual aid agreements.

VIIII.

COMPLIANCE WITH ALL APPLICABLE LAWS

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

X.

LEGAL CONSIDERATIONS

A. 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 or unenforceable provision had never been contained herein.

B. This agreement supersedes any and all other County wide mutual aid agreements, either oral or in writing between the departments hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.

C. This Agreement shall become effective immediately upon that department's signing of said instrument.

D. Venue for any proceeding under this agreement shall be in Tom Green County, Texas.

XI.

LIABILITY

A. The Departments agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement hereto.

B. It is expressly understood and agreed by the Departments that neither shall be held liable for the actions of the other Department or any of the other Department's members while in any manner furnishing services hereunder.

NOW, THEREFORE, BE IT RESOLVED BY THIS AGREEMENT, IN CONSIDERATION OF THE MUTUAL COVENANTS BETWEEN TOM GREEN COUNTY AND OTHER VOLUNTEER FIRE DEPARTMENTS WITHIN TOM GREEN COUNTY, THE CARLSBAD ~~VALLEY~~ VOLUNTEER FIRE DEPARTMENT HEREBY AGREES, AND IN WITNESS THEREOF, EXECUTES THIS AGREEMENT, WITHIN THE CONCHO VALLEY REGION IN THE COUNTY OF TOM GREEN, STATE OF TEXAS ON THE DATE INDICATED BELOW:

William W. Waller Sr
Name (Print)

12-12-15, 2014
Date

William W Waller Jr
Signature

Fire Chief / EMT.
Title