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 Wall Volunteer Fire Department, Inc. 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.

WALL VOLUNTEER FIRE DEPARTMENT, INC.

Address: P.O. Box 280
WALL, TX 76957

By: S. Dean Dickson

Printed Name: S. DEEN DICKSON

Date: 12-27-2015

TOM GREEN COUNTY, TEXAS

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

Date: 1-12-16