

STATE OF TEXAS §
COUNTY OF TITUS §
CITY OF MOUNT PLEASANT §

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into by and between the County of Titus, Texas, (hereinafter referred to as "County") and the City of Mount Pleasant, Texas, a municipal corporation of the State of Texas (hereinafter referred to as "City" or "Mount Pleasant") concerning fire protection services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and County concerning fire protection. This Agreement is an Interlocal Cooperation Contract, authorized by Chapter 791 of the Texas Government Code.

WHEREAS, the County and the City have a Fire Protection Service Agreement entered into on August 10, 2010 under which the City provided fire protection for the County through September 30, 2020 (hereinafter referred to as "the 2010 Fire Protection Service Agreement"); and

WHEREAS, the County and the City extended the 2010 Fire Protection Service Agreement for two additional years through September 30, 2022; and

WHEREAS, pursuant to §352.001(b)(3) of the Texas Local Government Code, the County is authorized to execute interlocal agreements with any city, town or village within such county to provide fire protection services to the citizens of any such county residing outside the corporate limits of any city, town or village; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City is authorized to execute interlocal agreements with a county to provide governmental services and functions such as fire protection; and

WHEREAS, the City is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires; and

WHEREAS, the County owns certain equipment including Blocker 1- 2003 Pierce Pumper-VIN 4P1CT02M43A003140, C-4 2009 Ford -350 VIN-1FTWW3AR7AEA72518 and Comm 1-2009 Enclosed trailer VIN # 5NHUCMZ2XAY061604; and

WHEREAS, the County is divided into eight fire districts which are depicted on Exhibit "A," and

WHEREAS, the County desires to continue to obtain such services for its citizens residing in unincorporated areas of the County, except for the Talco Fire District, and the City is willing to continue to provide such services for these areas as hereinafter set forth and provided; and.

WHEREAS, the City and County have created a County City Fire Advisory Board consisting of four (4) voting members (hereinafter referred to as the "Advisory Board")--two voting members are members of the Commissioner's Court and have been appointed by the Commissioner's Court to serve on the Advisory Board and two voting members are members of the City Council and have been appointed by the City Council to serve on the Advisory Board, and

WHEREAS, the Advisory Board shall include the following non-voting members the City Fire Chief, City Manager, City Finance Director, the County Auditor and two representative fire chiefs of the volunteer Fire Departments representing the County Volunteer Fire Departments as decided by the Titus County Volunteer Fire Chiefs;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and incorporated herein.

Section 2. Definitions.

The following words shall have the following meanings when used in this Agreement:

"City Fire Budget" means the portion of the City's Budget for a fiscal year and includes all personnel costs and expenses and equipment and supplies for fire services in the City and Interlocal Service Territory.

"City Fire Chief" means the Fire Chief of the City of Mount Pleasant.

"Interlocal Service Territory" means the unincorporated areas of Titus County, except for the Talco Fire District.

“County Volunteer Fire Departments” means Tri-Lakes Volunteer Fire Department, Cookville Volunteer Fire Department, Five-Star Volunteer Fire Department, Nortex Volunteer Fire Department, Argo Volunteer Fire Department and the Sugar Hill Volunteer Fire Department.

“Talco Volunteer Fire Department” serves the Talco fire district.

“Incidents Requiring Fire/Rescue Service” means any incident type listed in Appendix A of the NFIRS Complete Reference Guide, except incidents for Emergency Medical Services.

“County Equipment” includes all existing equipment owned by the County which would assist in responding to fire or emergency incidents and includes Blocker 1- 2003 Pierce Pumper-VIN 4P1CT02M43A003140, C-4 2009 Ford -350 VIN-1FTWW3AR7AEA72518 and Comm 1-2009 Enclosed trailer VIN # 5NHUCMZ2XAY061604..

Section 3. Fire Protection Services

A. Incident Command

The City shall be responsible for command on all Incidents Requiring Fire/Rescue services to which it responds in the Interlocal Service Territory.

B. Fire Incident Response Responsibilities—The City and Volunteer Fire Departments

The City is responsible for response to all structure fires and motor vehicle accidents within the Interlocal Service Territory. The Volunteer Fire Departments are required to assist as requested, when available.

The City is responsible for all Incidents Requiring Fire/Rescue Services in the Mount Pleasant Fire District in the Interlocal Service Territory. The Volunteer Fire Departments are required to assist with structure fires and any other Incidents Requiring Fire/Rescue Services as requested, when available.

The County Volunteer Fire Departments are responsible for grass and vehicle fires in their respective districts. The City will assist the County Volunteer Fire Departments with said incidents, as well as any other Incidents Requiring Fire/Rescue Services, within the Interlocal Service Territory and the Talco District, if requested and resources are available. The City will assist the County Volunteer Fire Departments

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in the Interlocal Service Territory with without being requested, if based upon incident information, weather conditions, fire behavior, etc., the City deems it necessary to respond to limit damage occurring as a result of the incident, and resources are available.

The City provides dispatch services for the County Volunteer Fire Departments and the Talco Volunteer Fire Department in the County. County Volunteer Fire Departments in the Interlocal Service Territory are responsible for acknowledging their response via radio, phone and/or app to an incident within three (3) minutes of being dispatched. If the County Volunteer Fire Departments do not respond within three (3) minutes, or they are unable to respond, the City will respond to such incidents in the Interlocal Service Territory, if resources are available.

The City is responsible for all fuel, repairs, maintenance and individual expenses for all City and County fire equipment owned by or used by the City relating to performance of this Agreement.

C. City Fire Chief or Designee

The City Fire Chief, or his designee, shall have sole discretion and exercise his best judgment as to, who shall respond, amount of equipment and personnel dispatched and firefighting techniques in the Interlocal Service Territory. This discretion shall include decisions on the best use of City and County resources available. The City Fire Chief has discretion to order the use and operation of County Equipment. The City Fire Chief, or his designee, retains, and is given authority, by the City and County, to act at all times, using his full discretion to protect and preserve equipment and personnel under his authority in the Interlocal Service Territory.

Pursuant to this Agreement, the City and County acknowledge that the City Fire Chief serves as the City and County Emergency Management Coordinator. The County has a separate agreement regarding such services with the City Fire Chief.

D. The County

County hereby gives and grants to the City full and complete authority to operate City fire fighting vehicles on and over public roads, highways, and other thoroughfares of the County and other public places. The County grants the City permission to use and operate County Equipment. If the County contends that any use of County Equipment was not appropriate, the County shall report such concern in writing to the City Manager for review, comment or correction. The County is not expected to purchase additional equipment to

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assist the City in the performance of this Agreement.

The County has agreements with the County Volunteer Fire Departments and the Talco Fire Department that support and do not conflict with this Agreement. Any proposed changes, deletions, or alterations to the agreements between the County and the County Volunteer Fire Departments and the Talco Fire Departments shall be promptly provided to the City and if there is any conflict with the terms of this Agreement, the County shall seek amendment of this Agreement in accordance with Section 11.

Section 4. Personnel

The acts of any employee or volunteer performing fire department operations, traveling to or from an incident in the Interlocal Service Territory, or in any manner furnishing fire department services to the citizens of County, outside the city limits of the City, shall be considered as the acts of agents of County in all respects, notwithstanding such persons may be regular employees of the City, City paid firefighters and/or volunteer firefighters.

Section 5. Payment

In consideration of such service, as identified and set forth herein, the County shall pay the City out of current revenues the following:

A. Payment Amount

Fiscal Year October '22-September '23	32% of the City's Fire Budget
Fiscal Year October '23-September '24	34% of the City's Fire Budget
Fiscal Year October '24-September '25	36% of the City's Fire Budget
Fiscal Year October '25-September '26	38% of the City's Fire Budget
Fiscal Year October '26-September '27	40% of the City's Fire Budget

Subsequent Fiscal Years on Renewal 40% of the City's Fire Budget, subject to further negotiation at renewal.

The amount owed each Fiscal Year by the County shall be paid in 12 equal monthly installments each Fiscal Year on or before the 15th day of each month, after execution of this Agreement.

B. City Fire Budget

The City shall provide written notice to the County of the City's proposed Fire Budget by July 15th of each Fiscal Year for discussion by the Advisory Board.

The City shall respond to any questions raised by the County concerning the proposed Fire Budget.

The City shall provide the County notice of the Fire Budget adopted by the City Council as part of the City's budget process.

By January 15th following each Fiscal Year the City shall provide a report to the County concerning the City's actual costs to operate and maintain the Fire Department during the Fiscal Year. Said report shall account for any monies received by the City for fire services rendered outside the County. If the City's actual costs are greater than the amount of the City's Fire Budget for the Fiscal Year, the County shall pay its percentage of the amount that the City's costs exceeded the City Fire Budget for said Fiscal Year within 60 calendar days. If the City's actual costs are less than the amount of the City's Fire Budget for the Fiscal Year, the City shall refund the County's percentage of the amount of the City's costs that were less than the City Fire Budget for said Fiscal Year within 60 calendar days.

C. Percentage Payments

The City and County agree that the amount paid by the County under this Agreement fairly compensates the City for the services or functions performed under this Agreement. The City and the County agree that the percentages of the City's Fire Budget paid by the County in this Agreement fairly reflect the percentage of City Fire resources being used to respond to incidents in the Interlocal Service Territory. If the percentage of incidents materially changes, the parties agree to discuss revisions to these percentages.

Section 6: Effective Date and Term of this Agreement

The Effective Date of this Agreement shall be the 1st day of October, 2022 and shall be continued through September 30, 2027 ("Initial Term"), unless and until sooner terminated as provided in Section 7 hereof. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive five (5) year terms unless either Party provides written notice of nonrenewal at least twelve (12) months prior to the end of the then-current Term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless sooner

terminated as provided in Section 7.

Section 7: Termination/Default

As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this Agreement which continues for a period of sixty (60) days after written notice thereof by City or County, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this Agreement by giving at least ten (10) days written notice to the other party and terminating party shall have no further obligations under this Agreement.

Section 8. Insurance

Each party acknowledges that the other party is a political subdivision of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Each party shall promptly advise the other party in writing of any claim or demand against the City or County or known to it related to or arising out of actions or omissions under this Agreement and shall see to the investigation of and defense of such claim or demand at its expense. The other party shall have the right, at its option and at its own expense, to participate in such defense without relieving the advising party of any of its obligations under this Agreement.

Each party to the Agreement shall maintain in force appropriate insurance policies providing comprehensive general liability insurance; auto liability and physical damage coverage; and workers compensation insurance during any term of this Agreement.

Section 9: Governmental Immunity and Liability

Pursuant to Texas Government Code 791.006, the governmental unit that would have been responsible for furnishing the services in the absence of a contract is responsible for any civil liability that arises from the furnishing of those services.

Each party shall be liable for any and all costs, claims, liens, damages, causes of action,
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liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, employees or subcontractors.

In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and federal law and without waiving any defenses of the parties under Texas and federal law.

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Titus County, Texas.

Section 10. Sole Agreement

This Agreement constitutes the sole and only agreement between the City and County and supersedes any prior understandings or written or oral agreements between and the parties respecting the subject matter addressed herein.

Section 11. Amendment

No amendment, modification, or alteration to this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Agreement 12. Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by the Agreement.

The parties acknowledge that for the City to provide service in any other incorporated city within the Interlocal Agreement Territory, such incorporated city must enter into an interlocal agreement with the City for the provision of fire protection services by City.

Section 13 Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable solely within Titus County.

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Section 14 Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 15 Notices

When this Agreement requires one party to provide any notice to the other party, the notice shall be delivered as follows:

City

County

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under authority of appropriate action taken by their respective governing bodies.

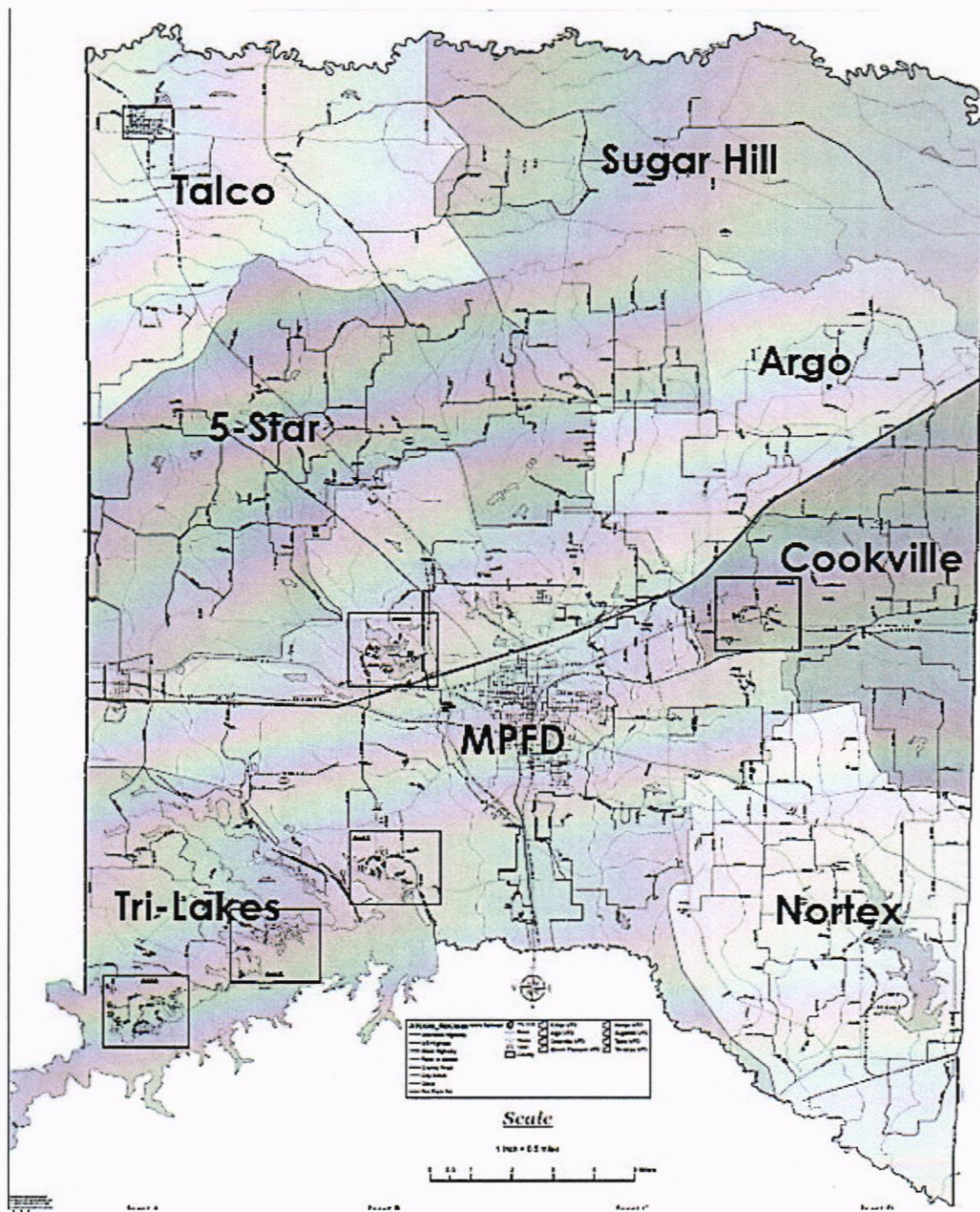
COUNTY OF TITUS, TEXAS

Titus County Judge

CITY OF MOUNT PLEASANT, TEXAS

Mayor
City of Mount Pleasant

EXHIBIT A



INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES - CITY OF MOUNT PLEASANT