

**INTERLOCAL AGREEMENT BETWEEN ATASCOSA COUNTY, TEXAS,
AND THE CITY OF PLEASANTON, TEXAS, FOR FIRE PROTECTION
AND FIRST RESPONDER SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the **County of Atascosa** (the “County”) and the **City of Pleasanton** (the “City”), each a local government and political subdivision of the State of Texas, and each acting by and through its duly elected officials for the purpose of providing fire protection services to the residents and businesses located in the County. The County and the City are sometimes collectively referred to in this Agreement as the “**Parties**” or individually as a “**Party**.”

WITNESSETH:

WHEREAS, under the laws and Constitution of this State, the Parties are authorized to provide fire protection services to the residents and businesses within their respective jurisdictions; and

WHEREAS, Chapter 352 of the Texas Local Government Code authorizes the commissioners court of a county to furnish fire protection and fire-fighting equipment to the residents of the county who live outside of municipalities and to contract with the governing body of a municipality located within the county to use fire trucks or other fire-fighting equipment that belongs to the municipality when furnishing fire protection and fire-fighting equipment to the residents of a county who live outside of municipalities; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperation agreements between local governmental entities for the purpose of performing governmental functions and services, such as fire protection; and

WHEREAS, the County and the City find that entering into an interlocal cooperation agreement for the provision of fire protection services allows for the full and effective utilization of resources available to the County and the City, serves a public purpose for all Parties, and is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by fire and other emergencies in Atascosa County; and

WHEREAS, the County and the City desire to enter into an interlocal cooperation agreement for the provision of fire protection services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

**ARTICLE I.
PURPOSE**

The purpose of this Agreement is to provide fire protection services to the residents and businesses in that area located in Atascosa County, more particularly described in **Exhibit “A”**

attached hereto and included herein for the purpose of establishing the “Designated Service Area” and as shown by the official Fire Protection Zone Map on file with the Atascosa County Clerk in Jourdanton, Texas.

ARTICLE II. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

FIRE ALARM: Any request for emergency Fire Services as required hereunder.

FIRE FIGHTING EQUIPMENT: The vehicles and protective clothing designed and used in fire protection and suppression activities hereunder. Vehicle includes all fire suppression vehicles and all related materials normally carried on or utilized by these vehicles, including, but not limited to, hoses, wrenches, generators, exhaust fans, nozzles, ladders, rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-out jackets and pants, hazardous materials suits, and similar personal protective equipment.

FIRE SERVICES: Fire protection and suppression, fire prevention, hazardous materials control and abatement, rescue, and other emergency and non-emergency services provided to the public as necessary, including First Responder response for emergency medical services within the unincorporated portion of the Designated Service Area.

FIRST RESPONDER: A public safety employee or volunteer whose duties include responding rapidly to an emergency, including but not limited to, peace officers, fire protection personnel, firefighters, emergency medical services personnel, and emergency response operators and dispatchers.

FIREFIGHTER: A person, at least nineteen (19) years of age, who meets the criteria set forth by the Texas Commission on Fire Protection, is certified as an emergency care attendant or higher by the Texas Department of State Health Services, and is an employee of the City.

NIMS: The National Incident Management System (“NIMS”), as promulgated by the Federal Emergency Management Agency (“FEMA”) of the U.S. Department of Homeland Security.

TRAINING PROGRAM: A program consisting of a minimum of twenty (20) hours per year, utilizing criteria set forth by the Texas Commission on Fire Protection for firefighters.

ARTICLE III. TERM

EFFECTIVE DATE: The Effective Date of this Agreement shall be January 1, 2026, and January 1st of each Renewal Term thereafter, if any.

INITIAL TERM: The Initial Term of this Agreement shall be for a period of one (1) calendar year beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated under Article XI.

RENEWAL TERM: While this Agreement will not automatically renew, the Parties may agree to renew and/or extend the term of this Agreement (each year an individual “Renewal Term”), subject to the discretion of the governing body of each Party, as evidenced by an affirmative vote as recorded in its official minutes, and provided that the County certifies that it has sufficient current revenues available on the Effective Date of any Renewal Term to make all payments required by this Agreement in accordance with §791.011(d) of the Texas Government Code. For any Renewal Term:

- A. All terms of this Agreement shall continue in full force and effect and remain binding on each Party during each Renewal Term, unless otherwise agreed and amended in writing.
- B. Each Party shall notify the other of its intent to renew and/or extend the term of this Agreement within sixty (60) days of the expiration of the Effective Date.
- C. In preparation for renewal, the Parties will meet at least sixty (60) days before the termination date of this Agreement to discuss any proposed changes to the Designated Service Area and/or the Fire Services anticipated and generate a report that, at a minimum, includes the projected growth for the City and the County and a projected estimate of the annual cost of renewal.
- D. The City acknowledges that the County typically adopts the budget for its next fiscal year in September. To facilitate the County’s reasoned consideration of its financial obligations under this Agreement and to support timely inclusion in the County’s budget for the next fiscal year, the City agrees to present any change, whether an increase or a decrease, in the compensation required under this Agreement to the County no later than June 30th of any year. If the City fails to present any change in compensation on or before June 30th, the County may presume that there will be no change in compensation for the next Renewal Term.

ARTICLE IV. OBLIGATIONS OF THE CITY

The City represents and warrants that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and perform the services the City is obligated to perform hereunder.

For the benefit of those persons residing in the Designated Services Area, it shall be the obligation of the City to provide and perform the following to the County:

RESPONSE

- A. Monitor the Fire Alarm, alert system, and/or radio system on a 24-hour per day, seven-day per week basis and respond to emergencies within the Designated Services Area.
- B. Respond to emergencies when dispatched on the same priority, under the same response protocols, and without a reduction of the nature or quality of response as provided to the residents and businesses of the City, as if the Designated Services Area were located within the City limits; provided that the City reserves the authority to request that other agencies provide mutual aid or other assistance in providing these services on a call-by-call basis.
- C. Use the NIMS Incident Command System (“ICS”) when responding to emergencies that require equipment or personnel from the City, utilizing standard terminology, established reporting relationships, and defined organizational support structures and procedures.

TRAINING

- A. Ensure that all Firefighters rendering services under this Agreement are properly trained and remain current with all necessary certifications.
- B. Maintain a continuing training program, and, at a minimum, arrange for:
 - a. All Firefighters to complete the most current version of the FEMA NIMS Training Matrix;
 - b. All incident personnel working within the ICS to complete modules IS-100 and IS-700 of the NIMS Training Program.
 - c. All supervisory personnel working within the ICS to complete modules IS-800 and IS-200 of the NIMS Training Program, in addition to all other mandatory courses; and
 - d. All Firefighters to complete all regular training required by the City’s Human Resources Department.

ADMINISTRATIVE TASKS

- A. Assist the County in fire prevention programs.
- B. Use all best efforts to ensure that, to the greatest extent possible, adequate personnel are available to respond to each Fire Alarm or emergency to which the City is dispatched hereunder.

- C. Comply with all applicable laws, rules, and regulations related to each Fire Alarm received, and maintain records of each emergency and non-emergency response provided to the County under this Agreement, in accordance with applicable law.
- D. Adopt and maintain standard operational guidelines, including, but not limited to, the FEMA NIMS and local personnel manuals, to ensure that individuals performing services under this Agreement operate in a safe, standardized, appropriate, courteous, professional, and respectful manner.
- E. Maintain appropriate and adequate liability, casualty, automobile, workers' compensation, or other insurance necessary to comply with the Texas Tort Claims Act or other applicable law, statute, rule, or regulation. The City shall maintain workers' compensation insurance as required by law for all of its employees or volunteers performing under this Agreement.
- F. Ensure that all current and future applicants for Firefighter provide an appropriate criminal history and a three-year driving record before they are accepted as employees of the City.
- G. Allow the County or its authorized representatives to inspect, upon request and reasonable notice, the Firefighting Equipment and related facilities used by the City in its performance under this Agreement.

**ARTICLE V.
OBLIGATIONS OF THE COUNTY**

- A. In consideration of the terms of this Agreement, the County shall pay to the City Thirty-two Thousand Dollars (\$32,000.00) for the provision of the Fire Services described herein, which the Parties agree is a reasonable sum.
- B. The County shall pay this sum to the City in two equal increments, the first being due and payable no later than January 31, 2026, and the second being due and payable no later than July 31, 2026. For any Renewal Term, the County shall pay the sum of the Renewal Agreement in two equal increments on or before January 31st and July 31st of any calendar year.
- C. In accordance with Texas Government Code §791.011(d)(3), the County certifies that any payments required under this Agreement or in any Renewal Term will be made only from current revenues available to the County.

**ARTICLE VI.
EQUIPMENT AND PERSONNEL**

- A. The City shall provide all necessary equipment, vehicles, and personnel to support the Fire Services specified in this Agreement.

- B. Neither Party shall accrue any equity or ownership interest in any vehicles or equipment currently owned or later acquired by the other Party, nor is any Party under an obligation to provide or acquire vehicles or equipment to or on behalf of the other Party for the performance of this Agreement.
- C. Unless otherwise required by law, nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, workers' compensation, disability, death, or dismemberment insurance for the other Party's employees or equipment.
- D. Unless otherwise required by law, nothing contained in this Agreement shall be construed as making the County responsible for wages, materials, logistical support, equipment, insurance, or related travel expenses incurred by the City or its Firefighters.
- E. Nothing in this Agreement shall be construed as giving the County the right to direct or control the City in the provision of Fire Services, including its ability to determine the supply or number of Firefighters or equipment necessary or available for the City's faithful execution of this Agreement.

**ARTICLE VII.
REPORTS**

- A. The City shall maintain accurate reports of each incident to which it responds under this Agreement, in accordance with law, all of which will be subject to inspection by the County.
- B. The Parties acknowledge and agree that the timely inspection and production of reports serves the best interests of each Party. The County may visually inspect reports during the City's customary business hours, upon reasonable request. In response to a request for the physical production of reports or other information related to the performance of this Agreement, the City will produce any responsive information within ten (10) days of a request, provided that the City will use its best efforts to answer within a shorter time if requested by the County and if feasible.
- C. In each month and in accordance with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City will provide the County with a monthly activity report at one of the regular meetings of the Atascosa County Commissioners Court.
- D. The County will promptly notify the City if a report is necessary or required for a special-called meeting of the Atascosa County Commissioners Court to support the City's timely response in accordance with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

- E. Nothing in this Agreement shall be interpreted to require the City to provide information that is in violation of applicable confidentiality laws.

ARTICLE VIII.

LIABILITY

- A. In accordance with §791.006(a-1) of the Texas Government Code, the Parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, is the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual performing such acts. This specifically includes, but is not limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The Parties agree that the assignment of liability described in this Article VIII is intended to be different than liability otherwise assigned under §791.006(a) of the Texas Government Code.
- B. It is expressly understood and agreed that the County and the City do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to either against claims arising in the exercise of their governmental powers and functions, or that might otherwise be available at law or in equity. The provisions of this section will survive the expiration or early termination of this Agreement. Neither Party will be responsible for claims arising out of the sole negligence of the other Party, including the sole negligence of the other Party's employees or volunteers, while in any manner furnishing services under this Agreement.
- C. The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if the County, in its sole discretion, determines that the City's Firefighters or other agents are not performing their duties and obligations in a safe and appropriate manner.
- D. Nothing in this Agreement shall be deemed or construed to create a joint venture between the County and the City.

ARTICLE IX.

VIOLATION OF AGREEMENT; DISPUTE RESOLUTION

A Party must notify the other Party of any alleged violation of this Agreement in writing. Within thirty (30) days following receipt of the written notice, the violating Party shall correct the alleged violation and provide the other Party with written confirmation that the violation has been

corrected. If the Party contends that the alleged violation has not occurred or that any act or omission does not constitute a violation, it shall provide a written objection to the other Party of its contention within ten (10) days following the date of receipt of the notice of violation.

The Parties shall attempt to resolve any disputes informally. If informal dispute resolution is unsuccessful, the Parties may agree to submit the matter to the formal alternative dispute resolution procedures as identified in Chapter 2009 of the Texas Government Code.

**ARTICLE X.
NON-PAYMENT FOR SERVICES BY COUNTY; RIGHTS OF CITY**

If the County has not fully paid the City as set forth herein, and assuming payment has not ceased due to a violation of this Agreement by the City, the City shall provide written notice to the County Judge of the County's failure to properly pay for the services provided hereunder. The County, within thirty (30) days following receipt of the notice, shall correct the deficiency or, if the County contends the City has been paid as provided for herein, it shall provide a written accounting to the City supporting its contention within ten (10) days following the date of the notice of non-payment. If, after this notice and opportunity to cure, the City is not fully paid as set forth herein, the City may immediately terminate this Agreement.

**ARTICLE XI.
TERMINATION OF AGREEMENT**

In addition to the natural expiration of this Agreement, the Parties may terminate this Agreement:

- A. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the City and County, as evidenced by a written termination agreement.
- B. By Either Party. This Agreement may be terminated at any time for convenience or fault upon thirty (30) days' written notice to the other Party.

**ARTICLE XII.
GENERAL PROVISIONS**

- A. Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

- B. Assignment. This Agreement may not be assigned without the prior written consent of both Parties, and any attempted or purported assignment, transfer, or delegation thereof without such written consent shall be null and void.
- C. Attorney's Fees. In any action brought to enforce the provisions of this Agreement, each Party agrees that it will pay its own attorney's fees and costs regardless of the result.
- D. Authority to Contract. Each individual signing this Agreement represents and warrants that the individual is authorized to sign on behalf of the Party and to bind the Party to perform the duties and obligations contained herein. Each Party hereby certifies to the other that the authority to enter into this Agreement has been granted via an order, resolution, or another action supported by a proper affirmative vote made in accordance with Chapter 551 of the Texas Government Code, which is recorded in the official minutes of the governmental body.
- E. Binding Agreement. This Agreement is not effective unless it is in writing and signed by both Parties. When this Agreement is signed and delivered by the Parties, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.
- F. Captions, Headings, and Interpretation. The headings or captions of the various paragraphs of this Agreement are for convenience only, and shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Agreement. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.
- G. Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of the Fire Services provided and the performance of the obligations undertaken under this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (i.e., .pdf or similar format). An executed copy of this Agreement delivered by electronic mail transmission shall be deemed to be an original counterpart hereof for all purposes.

- I. Entire Agreement, Amendments, & Integration. This Agreement constitutes the total and complete integration of any and all understandings existing between the Parties and supersedes any prior oral or written agreements, promises, or representations between them. This Agreement may not be amended, altered, modified, or changed in any way, except in a writing that is signed by the Parties and supported by an affirmative vote of the governing body of each Party, as recorded in its official minutes. Any amendment, including renewals, to this Agreement shall be attached to this Agreement and integrated for all purposes, and all the terms herein that are not specifically addressed in the Amendment shall remain in full force and effect.
- J. Governing Law. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in a court of competent jurisdiction of Atascosa County, along with its appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
- K. Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses, nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.
- L. No Third-Party Beneficiaries. This Agreement is made solely and specifically among, between, and for the benefit of the County and the City, and no other person shall have any claim, cause of action, remedy, or right of any kind hereunder or be entitled to any benefits pursuant to or on account of this Agreement as a third-party beneficiary.
- M. Public Information Act. The Parties acknowledge and agree that information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Texas Public Information Act”). A Party shall notify the other Party of the receipt of a Public Information Act request in a timely fashion to enable the other Party’s timely response. The Parties shall provide all information related to the performance of this Agreement in accordance with the requirements of the Texas Public Information Act or, if unable to do so, provide an appropriate written response identifying the inability to produce the requested information, as required by law. The Parties shall coordinate all ruling requests submitted to the Office of the Attorney General.
- N. Notices. Excluding any reporting requirements by the Parties, any notice, demand or other document which either Party is required or may desire to give, deliver to, or make upon the other Party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt

request, postage prepaid, addressed to the Parties at their respective addresses set forth below. Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after the date of mailing.

If to the County: Atascosa County Judge
1 Courthouse Circle, Ste. 101
Jourdanton, Texas 78026

With a copy to: Atascosa County Fire Marshall
711 Broadway (for hand delivery only)
Jourdanton, Texas 78026

If to the City: City Manager, City of Pleasanton
108 Second Street (for hand delivery only)
P.O. Box 209
Pleasanton, Texas 78064

With a copy to: Fire Chief City of Pleasanton
316 Airport Road (for hand delivery only)
P.O. Box 826
Pleasanton, Texas 78064

Each Party hereto may change its address or designate a different address by giving notice in accordance with the terms above.

- O. Severability. If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Agreement. The illegal or invalid provision will be deemed severed and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.

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Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed on the ____ day of _____, 2025.

ATASCOSA COUNTY, TEXAS:

CITY OF PLEASANTON:

Weldon P. Cude
County Judge, Atascosa County, Texas

Johnny Huizar
City Manager, City of Pleasanton, Texas

ATTEST:

Theresa Carrasco
County Clerk, Atascosa County, Texas

Andrés Aguirre
City Secretary, City of Pleasanton, Texas