



STATE OF TEXAS § INTERLOCAL AGREEMENT FOR
§
COUNTY OF BEXAR § FIRE PROTECTION SERVICES

This Agreement ("Agreement") is made and entered into by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas ("COUNTY"), and the CITY OF SCHERTZ, a municipal corporation situated in Bexar County, Texas ("CITY"). Authority for this Agreement is granted pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 *et seq.* and the Texas Local Government Code Section 352.001 *et seq.*

WITNESSETH

WHEREAS, the Commissioners Court of COUNTY is authorized to provide fire protection and firefighting services to citizens of COUNTY residing outside the city limits of any incorporated city within COUNTY;

WHEREAS, the Commissioners Court desires to continue to provide such fire protection and firefighting services to citizens of COUNTY residing outside the city limits of CITY, in an area more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "designated area");

WHEREAS, all payments for expenses incurred as a result of the performance of this Agreement must be made only from current revenues legally available to the respective Parties; and

WHEREAS, CITY represents that it can adequately provide fire protection and firefighting services on behalf of COUNTY, utilizing CITY's fire department ("CITY"), according to the terms and conditions hereinafter stated.

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

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to secure the services of CITY to provide fire protection and emergency services to the designated area.

ARTICLE II

DEFINITIONS

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

- (a) FIRE DEPARTMENT - a firefighting unit consisting of not less than six active firefighters with a minimum of two training sessions each month, each a minimum of two hours long and with a majority of all active firefighters participating at each meeting.
- (b) FIREFIGHTING EQUIPMENT - vehicles and protective clothing for use in fire suppression. This includes fire suppression vehicles and all related materials normally carried on these vehicles such as 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-outs (jacket and pants), hazardous materials suits and similar gear.
- (c) TRAINING PROGRAM - a program consisting of a minimum of four hours each month, utilizing criteria set forth by in the State Firemen's and Fire Marshal's Association for volunteer firefighters or the Texas Commission on Fire Protection Standards and Education for paid firefighters. Documentation of this training is to be retained by CITY subject to inspection by COUNTY, through its Fire Marshal at any time during normal business hours.
- (d) ACTIVE FIREFIGHTER - a firefighter who attends a minimum of two training sessions each month, each a minimum of two hours long.
- (e) PAID FIREFIGHTER - a person, at least eighteen years of age, who meets the criteria set forth by the Texas Commission on Fire Protection Standards and Education.
- (f) VOLUNTEER FIREFIGHTER - a person, at least eighteen years of age, who meets the equivalency of Basic Certification

as a Volunteer Firefighter within three years after joining DEPARTMENT.

- (g) FIRE ALARM - the fire dispatch service utilized by COUNTY.
- (h) INCIDENT COMMANDER (IC) - The individual responsible for all major event activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting major event operations and is responsible for the management of all operations at the event site.
- (i) MAJOR EVENT- An occurrence or incident, natural or human-caused, which might impact a significant area or population, which requires an emergency response to protect life or property. Major events can, for example, include disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health, use of chemical weapons or other weapons of mass destruction, and medical emergencies, and other occurrences requiring an emergency response.

ARTICLE III **TERM**

3.01 The term of this Agreement is for one year beginning January 1, 2021, and ending December 31, 2021. This Agreement will automatically renew for two additional one-year terms unless either party provides a sixty day written notice of cancellation.

3.02 This Agreement may be terminated by either party with or without cause, upon sixty days written notice delivered by certified mail, return receipt requested or in person, with a written receipt acknowledging delivery, to the other party. COUNTY has the right to terminate this Agreement immediately in the event COUNTY's funds for this Agreement become unavailable due to non-appropriation.

ARTICLE IV **OBLIGATIONS OF CITY**

4.01 CITY agrees to perform the following services in accordance with specifications and standards established by the State Board of Insurance and the office of the State Fire Marshal of Texas, for the benefit of those persons residing in the designated area:

- (a) Assist the Bexar County Fire Marshal in fire prevention programs;
- (b) Establish a continuing training program for CITY personnel;
- (c) Monitor the Fire Alarm or alert system and radio system on a 24-hour basis;
- (d) Respond to emergencies and fight fires within the designated area or in support of mutual aid agreements made in accordance with this Agreement;
- (e) Purchase and install one mobile radio on COUNTY Fire Alarm frequency (154.250) in each firefighting vehicle and provide other receiving equipment as CITY deems necessary;
- (f) Follow all current radio procedures specified by COUNTY; and
- (g) Notify Fire Alarm via radio when responding to calls in the designated area even if not dispatched by COUNTY.

4.02 It is expressly agreed between the parties that, in the event of conflicting fire alarms arising within the corporate limits of CITY and the unincorporated designated area, the alarm within the corporate limits will have priority. Nevertheless, CITY will use its best efforts to respond or to request assistance in responding to the alarm in the designated area.

4.03 CITY will maintain, during the term of this Agreement, at least one-half of its active firefighters at a level of competency that meets the equivalency of the certification requirements of a basic firefighter as set forth by the State Firemen's and Fire Marshal's Association. All firefighters will meet the equivalency of the certification requirements herein stated within three years of joining CITY as a firefighter. Failure to meet these standards is a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon written notice to CITY.

4.04 CITY will complete criminal background checks of all current firefighters or EMS personnel with the assistance and cooperation of the Bexar County Fire Marshal's Office and

establish procedures for excluding current or potential firefighters with unacceptable criminal convictions. The COUNTY requires that CITY not allow any personnel with a conviction for a felony or a misdemeanor involving moral turpitude on its department unless that person is otherwise certified by either the Texas Commission on Fire Protection or the Texas Department of State Health Services.

4.05 CITY will create an inventory listing all of CITY's assets used in the provision of emergency services to include, at a minimum, the designation, quantity, model or serial number, condition and location of such assets within sixty (60) days from the date of this Agreement is executed and provide a copy to COUNTY.

4.06 CITY will provide monthly status reports in addition to any other monthly reports required by this Agreement, to the Bexar County Fire Marshal to include any personnel incidents, staff certification progress, and the scope and purpose of any training conducted.

4.07 CITY will establish training programs for all firefighters, probationary firefighters, reserve firefighters and fire officers pursuant to the curricula established by the State Firemen's and Fire Marshals' Association.

4.08 CITY is responsible for maintaining all required National Incident Management System (NIMS) training which utilizes standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualifications standards, uniform standards of planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

ARTICLE V
OBLIGATIONS OF COUNTY

5.01 COUNTY agrees to pay the sum of **One Thousand Seven Hundred Fifty-Six and 48/100 Dollars (\$1,756.48)** per month to CITY to be used solely for the following purposes:

- (a) Purchase or leasing of firefighting equipment;
- (b) Maintenance and operation of firefighting equipment; and
- (c) Rental, construction, or purchase of firefighting facilities or buildings.

5.02 COUNTY agrees to provide CITY with dispatch services for the designated area, at no cost to CITY, for the duration of this Agreement. It is understood that the termination of this Agreement terminates the fire dispatch service provided by COUNTY unless CITY enters into a dispatch service agreement with COUNTY.

5.03 The payment of money by COUNTY under any provision hereof is contingent upon the availability of funds appropriated by the Commissioners Court of COUNTY to cover the provisions hereof. Neither COUNTY nor its elected officials, officers, employees, agents, attorneys, or other individuals acting on behalf of COUNTY, make any representations or warranty as to whether any appropriation will, from time to time during the term of this Agreement, be made by COUNTY. In the event COUNTY's funds for this Agreement become unavailable due to non-appropriation, COUNTY will have the right to terminate this Agreement without penalty.

ARTICLE VI
BEXAR COUNTY FIRE MARSHAL SERVICES

6.01 COUNTY, through its Fire Marshal, further agrees to furnish, during the term of this Agreement, the following services upon request:

- (a) Assist CITY in determining the cause of any structural or suspicious fires; and
- (b) Assist in resolving questions of territorial jurisdiction between fire departments. In such cases, the decision of the Bexar County Fire Marshal will be final.

6.02 The County Fire Marshal, or the County Fire Marshal's designee, will perform as the incident commander in a major event in the unincorporated areas.

ARTICLE VII
EQUIPMENT

7.01 CITY will provide all necessary equipment and transportation in providing services specified in this Agreement.

7.02 CITY agrees to remain responsible for registration, licensing, inspection, repairs, and maintenance of all equipment, and for any and all damages resulting from the use of any of its equipment, including motor vehicles.

7.03 COUNTY will not accrue any equity or ownership interest in any equipment provided by CITY.

ARTICLE VIII
LIABILITY OF THE PARTIES

8.01 It is agreed that COUNTY will not be liable or responsible to CITY in damages or any money demands for any loss or failure of the central dispatch communications equipment or because of neglect or failure on the part of the central dispatch service provider.

8.02 Pursuant to Texas Local Government Code 352.004, CITY is not liable for the act of its employee in fighting fires outside the City of Schertz under this Agreement.

ARTICLE IX
INSURANCE AND INDEMNITY

9.01 Both COUNTY and CITY are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice 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. Both parties maintain adequate insurance to respond to any claims by third-parties or by their respective employees for personal injuries or property damage. Both parties hereby waive pursuant to this agreement any subrogation rights it may have or acquire as against each other arising in the course of or during the term of this agreement.

9.02 COUNTY and CITY acknowledge they are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice 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. Neither party assumes any indemnification obligation under this agreement.

ARTICLE X
FORCE MAJEURE

10.01 Neither COUNTY nor CITY will be required to perform a term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which will mean acts of God, strikes, lockout, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of COUNTY or CITY and which by the exercise of due diligence CITY or COUNTY is unable, wholly or in part, to prevent or overcome.

ARTICLE XI
REPORTS

11.01 CITY will maintain accurate run reports of each incident to which it responds. Reports will be retained by CITY subject to inspection by COUNTY, through its Fire Marshal, at any time during normal business hours.

ARTICLE XII
INSPECTION OF BOOKS/FINANCIAL RECORDS

12.01 CITY agrees that the Bexar County Auditor will have access for inspections and reviews any financial records, reports, or data related to the funds provided herein and the County Auditor may conduct such inspections and reviews at any reasonable time.

ARTICLE XIII
EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS

13.01 No person will illegally be excluded from participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, creed, color, sex, age, disability or national origin.

ARTICLE XIV
AMENDMENT

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

ARTICLE XV
NOTICES

15.01 All notices by the parties will be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to COUNTY:	County Judge Paul Elizondo Tower 101 W. Nueva, Suite 1000 San Antonio, Texas 78205
With a copy to:	County Fire Marshal

9810 Southton Rd.
San Antonio, Texas 78223-4829

And: County Auditor
Paul Elizondo Tower
101 W. Nueva, #800
San Antonio, Texas 78205

If to CITY: City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154-1634

ARTICLE XVI
MUTUAL AID

16.01 CITY agrees to use its best efforts to enter into a mutual aid agreement with other fire departments that have contracted with Bexar County to provide fire protection services.

ARTICLE XVII
COMPLIANCE WITH LAWS AND REGULATIONS

17.01 In providing all services pursuant to this Agreement, CITY will abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations will constitute a material breach of this Agreement, and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CITY.

ARTICLE XVIII
PARTIES BOUND

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

ARTICLE XIX
TEXAS LAW TO APPLY

19.01 This Agreement will 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 in Bexar County, Texas.

ARTICLE XX
LEGAL CONSTRUCTION

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

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals this ____ day of _____, 2021.

COUNTY OF BEXAR

CITY OF SCHERTZ

BY: _____
NELSON W. WOLFF
County Judge

BY: _____
RALPH GUTIERREZ
Mayor

Date: _____

APPROVED AS TO LEGAL FORM:

ATTEST:

BY: _____
SUE JANA
Assistant Criminal District Attorney
Civil Division

BY: _____
BRENDA DENNIS
City Secretary

APPROVED AS TO FINANCIAL
CONTENT:

APPROVED:

BY: _____
LEO S. CALDERA, CIA, CGAP
County Auditor

BY: _____
KADE LONG
Fire Chief

BY: _____
DAVID SMITH
County Manager

DEPARTMENTAL APPROVAL:


BY:  _____
CHRIS LOPEZ
Fire Marshal

EXHIBIT A

Designated Service Area

