

STATE OF TEXAS §

COUNTY OF GUADALUPE §

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES
BETWEEN GUADALUPE COUNTY AND THE CITY OF SCHERTZ**

This agreement is entered into by and between the County of Guadalupe (the “County”), a political subdivision of the State of Texas, and the City of Schertz (the “City”), a municipal corporation situated in Guadalupe County, Texas. Authority is granted pursuant to Chapter 352 of the Texas Local Government Code.

WHEREAS, County desires to provide fire protection services to citizens of the County residing outside the city limits of the City of Schertz, in an area more particularly described in Exhibit "A" attached hereto and incorporated herein, hereinafter called the "designated area"; and

WHEREAS, County desires to provide backup fire protection services to the Volunteer Fire Departments serving the unincorporated areas described in the above Exhibit “B;” and

WHEREAS, the City of Schertz currently provide fire protection services to their residents with full-time professional personnel on a twenty-four hour, seven days a week basis, and are willing to provide such services to certain areas of the County, according to the terms and conditions hereinafter stated;

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

I.

The purpose of this agreement is to allow City to provide fire protection services to the designated areas as described in Exhibits "A,”. Additionally, the cities will provide mutual aid backup fire protection services as needed to mutual aid designated areas of Guadalupe County as described in Exhibit “B”

II.

The term of this agreement shall be one year beginning October 1, 2022, and ending September 30, 2023.

III.

City agrees to provide fire protection services to the designated areas including extrication and other rescue services to support the EMS contract. Said services shall be provided from existing fire station locations within the City of Schertz. In the event of an emergency, the Schertz Fire Department will call upon its mutual aid agreements to provide next available units.

IV.

Guadalupe County agrees to pay an annual sum of \$37,000 to the City of Schertz for services rendered under *this* agreement. The County agrees that the sum is to be paid to the City in monthly payments of \$3,083.33, paid no later than the first day of the month for services in the preceding month. Volunteer firefighters will be required to submit to post-accident drug and alcohol testing. Also, the County may provide heavy equipment and operators when requested, if available, to assist the Fire Department in controlling an emergency situation. The County will assume the cost of this assistance.

V.

The parties agree that all equipment and personnel of the City of Schertz used in the provision of services hereunder shall be and remain the sole management and budgetary authority of the City Manager. The expenses of repairing or replacing equipment or vehicles which may be damaged or destroyed while responding to an emergency shall be the expense of the providing department unless caused by the negligent act of the requesting party or any other responding party.

VI.

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

VII.

Notice to the County shall be delivered to the County Judge, Guadalupe County, and 101 E. Court St Ste 300, Seguin, Texas 78155. Notice to the City shall be delivered to the City Manager, City of Schertz, 1400 Schertz Pkwy, Schertz, and Texas 78154. This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective legal representatives, successors and assigns where permitted by the agreement.

VIII.

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 thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

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 subject matter. This agreement shall also supersede the existing agreement between Guadalupe County and the City of Schertz Fire Department, which is hereby terminated.

X.

To the fullest extent permitted by law, the City shall and does hereby agree to indemnify, protect, defend and hold harmless the County of Guadalupe, its officers, against and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind or description by, through, or any person or entity whomsoever arising out of, or alleged to have arisen out of (in whole or in part) the work to be performed, or in any way whatsoever in connection therewith.

XI.

Either of the parties shall have the right to terminate this agreement with a ninety (90) day written notice.

This Agreement is executed this the ____ day of _____ 2022.

COUNTY OF GUADALUPE

CITY OF SCHERTZ

By: _____
Kyle Kutcher
County Judge
Guadalupe County

By: _____
Dr. Mark Browne
City Manager
City of Schertz

Attest: _____
Teresa Kiel
County Clerk

Brenda Dennis
City Secretary