

RESOLUTION NO. 23-R-131

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES WITH GUADALUPE COUNTY IN CONNECTION THEREWITH

WHEREAS, 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; and

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" and mutual aid to the areas identified in Exhibit "B" attached hereto and incorporated herein, hereinafter called the "designated area";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to renew the contract presented as the Attachment with Guadalupe County for fire protection services to the designated area as outlined in Exhibit A and Exhibit B.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time,

place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Section 8. The ordinance shall be effective upon the date of the final adoption hereof and any publication required by law.

Section 9. The ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which the event such conflicting provisions, if any, are hereby repealed.

PASSED AND ADOPTED, this ____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

ATTACHMENT

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.

This Agreement shall be for a term commencing with the effective date of October 1, 2023, through and including September 30, 2026 (the "Term").

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 \$40,000 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 \$3,333.33, 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.

Prior to the beginning of each year, the County agrees to increase the fee based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI), not to exceed ten (10%) percent of the annual fee for the previous year.

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, 200 S. Main Street, Schertz, and Texas.78108. 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 _____ 2023.

COUNTY OF GUADALUPE

CITY OF SCHERTZ

By: _____
Kyle Kutcher
County Judge
Guadalupe County

By: _____
Steve Williams
City Manager
City of Schertz

Attest: _____
Teresa Kiel
County Clerk

Sheila Edmondson
City Secretary

EXHIBIT A

Schertz FD

1.22 sq mi

67 Parcels

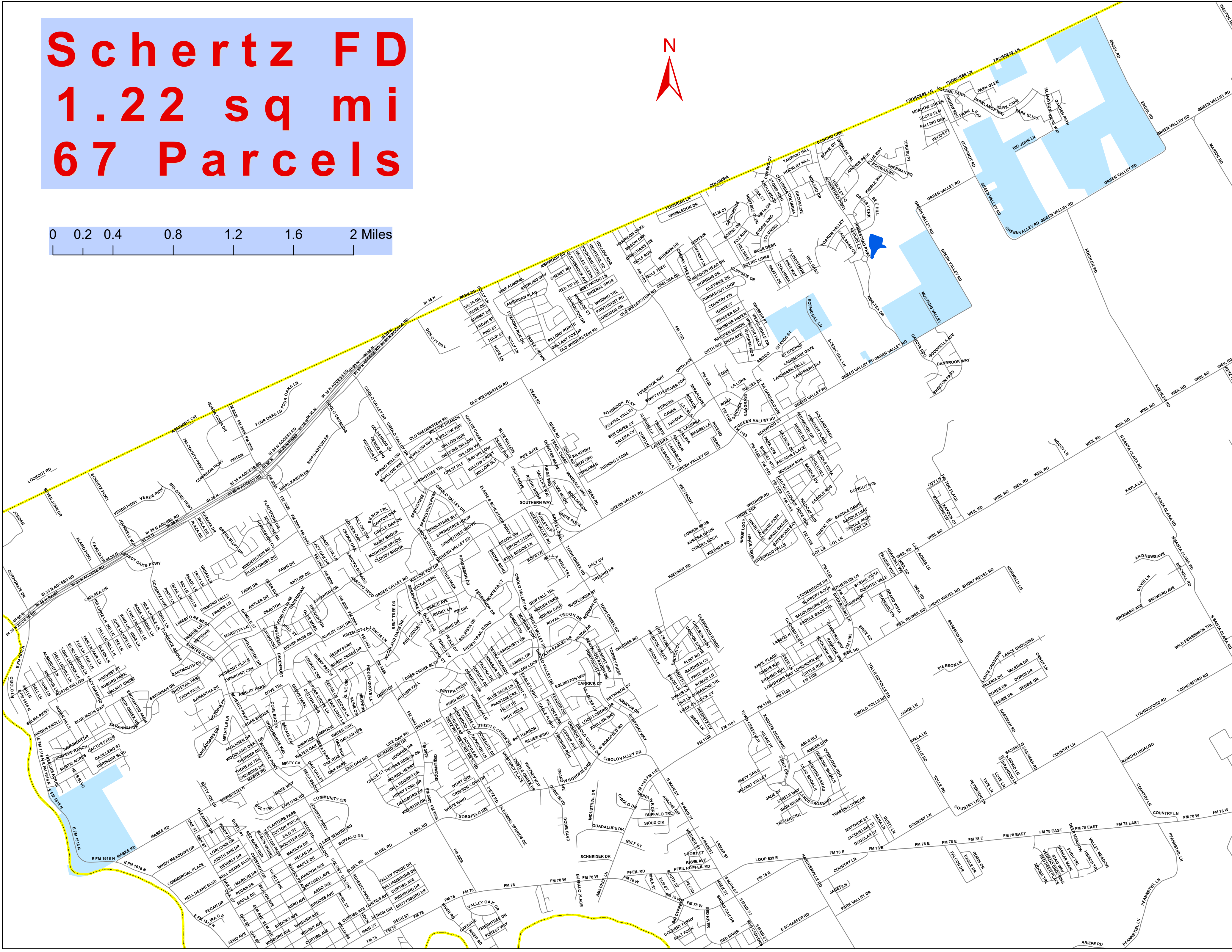
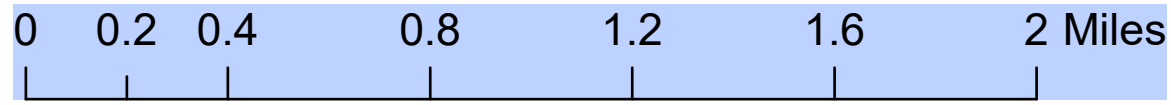


EXHIBIT B

0 0.25 0.5 1 1.5 2 2.5 Miles



Cibolo FD
9.32 sq mi
835 Parcels

