

**INTERLOCAL AGREEMENT BETWEEN
GUADALUPE COUNTY AND THE CITY OF SEGUIN
FOR PROVISION OF FIRE INVESTIGATION SERVICES**

THIS AGREEMENT is made and entered into this day by and between Guadalupe County, a political subdivision of the State of Texas, (hereinafter "the County"), and the City of SEGUIN, an incorporated municipality in the State of Texas (hereinafter "City").

WHEREAS, the City and County have limited fire investigation and inspection resources and have a need to provide such services to the communities they serve; and

WHEREAS, the City Fire Chief and the County Fire Marshal have agreed to assist each other with providing the necessary services to their communities; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791;

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, it is agreed by and between the County and the City as follows:

I. COUNTY OBLIGATIONS

The Guadalupe County Fire Marshal's Office shall provide the following fire investigation services to the City:

- A. Provide personnel, resources and material deemed appropriate by the County to supply the level of fire investigation services specified under this Agreement.
- B. Provide the same degree, type, and level of fire investigation service as is customarily provided to residents of unincorporated Guadalupe County. These services are to be continuously available to the City every day of the year, both day and night. Services provided shall include the following:
 1. At least one County Fire Investigator will be available in an "on-call" status 24 hours per day, on a rotational basis with the City, to respond to requests for fire investigation From the County or the City.

2. Fire Investigators shall be responsible for the following, as appropriate:
 - a) Report to the Incident Commander or other Fire Department and/or Law Enforcement personnel holding the fire scene;
 - b) Assume control of the fire scene upon approval of the Incident Commander;
 - c) Evaluate the scene for legal authority to continue the scene examination and prepare and obtain search warrants when required by law to do so;
 - d) Conduct an Origin and Cause Investigation;
 - e) Photograph the fire scene;
 - f) Sketch the fire scene;
 - g) Collect evidence in those fires determined to be incendiary in cause;
 - h) Interview witnesses and/or suspects;
 - i) Prepare an Origin and Cause Report for all fires and prepare such associated reports required by the Guadalupe County Fire Marshal's Office and/or Guadalupe County Prosecutor's Office;
 - j) Conduct the criminal follow-up investigation or assist the local Law Enforcement agency with the criminal follow-up investigation as determined by the local Law Enforcement official; and
 - k) Assist the Guadalupe County or District Attorney's office in all criminal proceedings, including providing expert witness testimony during trial.

3. County Fire Marshal Officials shall assist with or conduct fire inspections in the incorporated areas of the City when no City Fire Inspectors are available or request such assistance.

II. CITY OBLIGATIONS

The Seguin Fire Marshal's Office shall provide the following fire investigation services to the County:

- C. Provide personnel, resources and material deemed appropriate by the City to supply the level of fire investigation services specified under this Agreement.
- D. Provide the same degree, type, and level of fire investigation service as is customarily provided to residents of incorporated City of Seguin. These services are to be continuously available to the County every day of the year, both day and night. Services provided shall include the following:
 1. At least one City Fire Investigator will be available in an "on-call" status 24 hours per day, on a rotational basis with the City, to respond to requests for fire investigation From the County or the City.
 2. Fire Investigators shall be responsible for the following, as appropriate:
 - a) Report to the Incident Commander or other Fire Department and/or Law Enforcement personnel holding the fire scene;
 - b) Assume control of the fire scene upon approval of the Incident Commander;
 - c) Evaluate the scene for legal authority to continue the scene examination and prepare and obtain search warrants when required by law to do so;
 - d) Conduct an Origin and Cause Investigation;
 - e) Photograph the fire scene;

- f) Sketch the fire scene;
 - g) Collect evidence in those fires determined to be incendiary in cause;
 - h) Interview witnesses and/or suspects;
 - i) Prepare an Origin and Cause Report for all fires and prepare such associated reports required by the Seguin Fire Marshal's Office and/or Guadalupe County Prosecutor's Office;
 - j) Conduct the criminal follow-up investigation or assist the local Law Enforcement agency with the criminal follow-up investigation as determined by the local Law Enforcement official; and
 - k) Assist the Guadalupe County or District Attorney's office in all criminal proceedings, including providing expert witness testimony during trial.
3. City Fire Marshal Officials shall assist with or conduct fire inspections in the unincorporated areas of Guadalupe County or other areas the County Fire Marshal's office is responsible for, when no County Fire Inspectors are available or request such assistance.

III. **DURATION**

This Agreement shall take effect on midnight (00:00:01 / hrs:min:sec) the morning of _____ __, 20__ with a term through September 30th, 2016. Thereafter, this agreement shall renew automatically from year to year beginning October 1st each year unless terminated by either party as provided herein.

IV. **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

V. **MODIFICATION**

This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. In the event that either of the parties shall desire to re-negotiate any of the provisions of this Agreement, such party shall notify the other party in writing of its intent. Such request to re-negotiate shall not be considered a notice of termination. No modifications or amendment, except the annual update to Exhibit B, shall be valid unless approved by both parties and their respective legislative bodies.

VI. **ADMINISTRATION OF AGREEMENT**

This Agreement shall be administered on behalf of the City by the chief executive office of the City or his/her designee and, on behalf of the County by the Guadalupe County Judge or his/her designee.

VII. **MUTUAL COVENANTS**

Both parties understand and agree that.

- A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed by the employing entity;
- B. All County persons rendering services under this Agreement shall be for all purposes employees of the County and all City persons rendering services under this Agreement shall be for all purposes employees of the City.
- C. The County contact person for citizen complaints, service requests and general information on fire investigation services is the Guadalupe County Fire Marshal and the City contact person for such shall be the City Fire Marshal
- D. Each entity shall be responsible for all overtime, compensatory time, workman's comp coverage, equipment, and all other costs associated with responding to and investigating fires as well as conducting inspections and shall at no time pursue, request or expect compensation from the other entity for the services agreed to in this Agreement

IX. **COMPLETE AGREEMENT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded.

X. **THIRD PARTY BENEFICIARIES**

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first herein above written.

Guadalupe County

City of Seguin

Guadalupe County Judge

City Manager

Date

Date

Guadalupe County Fire Marshal's Office

Guadalupe County Fire Marshal