

**STATE OF TEXAS**

**COUNTY OF GUADALUPE**

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

This agreement is entered into by and between **Guadalupe County** ("County") and the **City of SEGUIN** ("Seguin"), a municipal corporation situated in Guadalupe County, Texas (collectively the "Cities").

Authority is granted pursuant to the interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

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

**WHEREAS**, Guadalupe County desires to provide backup fire protection services to the Volunteer Fire Departments serving the unincorporated areas described in the above **Exhibit "A"** attached hereto and incorporate herein, hereinafter called the "mutual aid designated area; and

**WHEREAS**, the City of Seguin currently provides fire protection services to their respective 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 stated herein;

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

I.

The purpose of this agreement is to allow Seguin to provide fire protection services to the designated areas as described in **Exhibit "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, 2024, through and including **September 30, 2026** (the "Term").

### III.

Seguin 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 Seguin. It is understood and agreed that the firefighting equipment and personnel of Seguin shall give priority to calls within its City at all times. In the event of such emergency, the Seguin Fire Department will call upon its mutual aid agreements to provide next available units.

### IV.

Guadalupe County agrees to pay an annual sum of **\$430,862** to the City of Seguin for services rendered under *this* agreement for the first year under the contract. The County agrees that the sum is to be paid to the City in monthly payments of **\$35,905.16**, paid no later than the first day of the month for services in the preceding month.

Not later than 90 days prior to September 30th of each year following the initial contract year, the City may request an increase in the fee based on the percentage increase for the previous twelve (12) month period not to exceed ten (10%) percent of the annual fee for the previous year. The County shall determine whether it accepts or reject the requested increase by the City. If for any reason, the County rejects the requested increase by the City may continue the agreement under the fee for the previous year or terminate the agreement with 30 days notice. Termination of this agreement under this section has an effective termination date of September 30th following the notice of termination by the City.

### V.

The Cities agree that all equipment and personnel of Seguin 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 City of Seguin unless caused by the negligent act of the County or any other responding party. 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.

### 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 Cities.

### 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 Seguin, 205 N. River St, Seguin, and Texas.78155. 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 Cities and supersedes any prior understandings or written or oral agreements between and the Cities respecting the subject matter.

#### X.

Pursuant to Texas Government Code 791.006, the governmental unit that would have been responsible for furnishing the services in the absence of a contract is responsible for any civil liability that arises from the furnishing of those services. Each party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, employees or subcontractors. In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and Federal law and without waiving any defenses of the parties under Texas and Federal law.

All governmental agencies acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices 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.

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. This Agreement will be interpreted according to the Constitution and laws of the State of

Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Guadalupe County, Texas.

XI.

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

XII.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein. This Agreement does not create any rights or interests of or in any third party, and each party hereto paying for the performance of governmental functions or services must make those payments from current revenues available to the paying part.

XIII.

Force Majeure. None of the parties hereto shall 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 shall 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 said parties and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome

**EXECUTED** by the entities whose signatures are affixed hereto, each respective entity acting by and through its duly authorized official in the manner required by each respective entity's charter, or otherwise as required by law, on the date hereinbelow specified.

**COUNTY OF GUADALUPE**

**CITY OF SEGUIN**

By: \_\_\_\_\_  
Kyle Kutcher  
County Judge  
Guadalupe County

By: \_\_\_\_\_  
Steve Parker  
City Manager  
City of Seguin

Attest: \_\_\_\_\_  
Teresa Kiel  
County Clerk

\_\_\_\_\_  
Kristin Mueller  
City Secretary

DRAFT