

STATE OF TEXAS

COUNTY OF GUADALUPE

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

This agreement is entered into by and between **Guadalupe County** ("County") the **City of Seguin** ("Seguin"), a municipal corporation situated in Guadalupe County, Texas and the **City of Cibolo** ("Cibolo"), 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 "Seguin designated area"; and

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

WHEREAS, the Cities currently provide fire protection services to their respective residents with fulltime 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 in an Interlocal Agreement between Guadalupe County and the City of Seguin;

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

I.

The purpose of this agreement is for Guadalupe County to allow Seguin to provide fire protection services to the Seguin designated areas as described in Exhibit "A;" and, to allow Cibolo to provide fire protection services to the Cibolo designated areas described in Exhibit "B". Additionally, the cities will provide mutual aid backup fire protection services as needed to the mutual aid designated areas of Guadalupe County as described in Exhibit C.

II.

The term of this agreement shall be for one year, beginning October 1, 2021 and ending September 30, 2022.

III.

Seguin and Cibolo agree 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 each of the respective Cities. It is understood and agreed that the firefighting equipment and personnel of Seguin or Cibolo shall give priority to calls within their respective city at all times. In the event of such emergency, the Seguin Fire/EMS Department and the Cibolo Fire Department will call upon its mutual aid agreements to provide next available units.

IV.

Seguin agrees to pay the sum of \$40,000.00 per year, paid in twelve monthly installments of \$3,333.33 to the City of Cibolo for services rendered under this agreement following receipt of payment from Guadalupe County.

V.

The Cities agree that all equipment and personnel of Seguin and Cibolo used in the provision of services hereunder shall be and remain the sole management and budgetary authority of the City Manager for each city. 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 Cities.

VII.

Notice to the City of Seguin shall be delivered to the County Judge, Guadalupe County, City Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78156. Notice to the City of Cibolo shall be delivered to: City Manager and Fire Chief, City of Cibolo, 200 S. Main Street, Cibolo, Texas 78108. This agreement shall be binding upon and inure to the benefits of the Cities and their respective legal representatives, successors, and assigns where permitted by this 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. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Guadalupe County, Texas.

XI.

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

XII

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.

GUADALUPE COUNTY:

By: _____
Honorable Kyle Kutscher
Guadalupe County Judge

Attest: _____
Teresa Keil
Guadalupe County Clerk

This Agreement is executed this ____ day of _____, 2021.

CITY OF SEGUIN

By: _____
Steve Parker
City Manager
City of Seguin

Attest: _____
Naomi Manski
City Secretary

CITY OF CIBOLO

By: Wayne Reed
Wayne Reed
City Manager
City of Cibolo

Peggy Cimics
Peggy Cimics
City Secretary