

STATE OF TEXAS

COUNTY OF GUADALUPE

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

This agreement is entered into by and between the City of Seguin ("Seguin"), a municipal corporation situated in Guadalupe County, Texas, the City of Schertz ("Schertz"), 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 "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 Schertz, in an area more particularly described in Exhibit "C" attached hereto and incorporate herein, hereinafter called the "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 "C" 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 "B"; 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 to allow Seguin to provide fire protection services to the designated areas as described in Exhibit "A;" to allow Schertz to provide fire protection services to the designated areas as described in Exhibit "C;" and, to allow Cibolo to provide fire protection services to the designated areas described in Exhibit "C". Additionally, the three cities will provide mutual aid fire protection services as needed to the other unincorporated areas of Guadalupe County.

II.

The term of this agreement shall be one year, beginning October 1, 2016 and ending September 30, 2017.

III.

Seguin, Schertz 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 fire fighting equipment and personnel of Seguin, Schertz 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, the Schertz Fire 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 \$30,108 per year, paid in twelve monthly installments of \$2,509 to the City of Schertz, and the identical sum 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, Schertz 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.

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 City Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78156. Notice to the City of Schertz shall be delivered to the City Manager, City of Schertz, 1400 Schertz Parkway, Schertz, Texas 78154. Notice to the City of Cibolo shall be delivered to :City Manager, City of Cibolo, 200 S. Main Street, Cibolo, Texas 78108This 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.

To the fullest extent permitted by law, each City shall and does hereby agree to indemnify, protect, defend, and hold harmless the other City, its officers, agents 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 of 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. 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. Nothing in this agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practices and Remedies Code, or other law. This agreement is not a joint enterprise for the purpose of assigning or determining liability.

XI.

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

This Agreement is executed this ____ day of October, 2016.

CITY OF SEGUIN

CITY OF SCHERTZ

By: _____
Douglas G. Faseler
City Manager
City of Seguin

By: _____
John Kessel
City Manager
City of Schertz

Attest: _____
Thalia Stautzenberger
City Secretary

Brenda Dennis
City Secretary

CITY OF CIBOLO

By: _____
Robert T. Herrera
City Manager
City of Cibolo

Attest: _____
Peggy Cimics
City Secretary