

**INTERLOCAL AGREEMENT
FOR FIRE PROTECTION, FIRE SUPPRESSION,
AND RESCUE SERVICES**

This **INTERLOCAL AGREEMENT FOR FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2022, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ANGLETON, TEXAS** ("CITY OF ANGLETON") for the mutual covenants and agreements herein contained, and other good and valuable consideration as set forth in this Agreement. Accordingly, **DISTRICT** and **THE CITY OF ANGLETON, TEXAS** agree to the following:

I.

PARTIES

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ANGLETON, TEXAS** is a Texas home rule municipality Texas. Both **DISTRICT** and **CITY OF ANGLETON** propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for **CITY OF ANGLETON** to perform certain Governmental Functions as described by Texas Civil Practice and Remedies Code § 101.0215 and services for **DISTRICT**. Such Governmental Functions and services are limited to fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (all collectively referred to herein as "Emergency Services") to persons and commercial interests located within the geographic boundaries of a portion of the **DISTRICT** (herein the "Service Area", as described and set forth in Exhibit "A", attached hereto and incorporated by reference).

CITY OF ANGLETON acknowledges that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement. The CITY OF ANGLETON via the ANGLETON VOLUNTEER FIRE DEPARTMENT agrees to provide emergency services to the service area. Angleton Volunteer Fire Department is a department of the CITY OF ANGLETON.

II.

TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning January 1, 2022 and ending December 31, 2022. Either party may terminate this Agreement upon six (6) months written notice to the other party.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as approved and agreed to at that time.

III.

TERMS OF COMPENSATION

(a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ANGLETON for the Emergency Services to be provided by CITY OF ANGLETON hereunder shall be as follows: DISTRICT to pay to CITY OF ANGLETON an amount of **\$323,167.00** per annum. These payments shall be made in quarterly installments. Quarterly installment payments would be paid by the 30th day of the months of January, April, July and October.

(b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be nonrefundable. In the event CITY OF ANGLETON terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to DISTRICT based on a pro rata basis based on the number of months of the one year term completed.

(c) The CITY OF ANGLETON has the sole discretion to determine how these funds are expended.

IV.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

- (a) CITY OF ANGLETON agrees to use its best efforts in carrying out its duties under this Agreement.
- (b) The City retains all governmental immunities.
- (c) The CITY OF ANGLETON and the DISTRICT agree to the responsibility for civil liability as described in Government Code § 791.006(a). Responsibility for civil liability shall be retained by the DISTRICT for the provision of Emergency Services by the CITY OF ANGLETON within the territorial jurisdiction of the DISTRICT.

V.

**DUTIES AND RESPONSIBILITIES OF THE CITY OF ANGLETON
AND THE DEPARTMENT**

(a) CITY OF ANGLETON agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.

DISTRICT acknowledges that CITY OF ANGLETON is a municipality with statutory and City charter obligations to the residents of the City of Angleton and the Angleton Volunteer Fire Department provides similar emergency services to CITY OF ANGLETON. DISTRICT further acknowledges the necessary fire protection, fire suppression, and other emergency services provided to DISTRICT shall not be exclusive. District and City agree all emergency services provided by Angleton Volunteer Fire Department will conform with policies, protocol, and ordinances of the City of Angleton. District agrees and acknowledges City may be a party to mutual aid agreements with other emergency services departments from other municipalities.

(b) CITY OF ANGLETON shall provide the necessary manpower and equipment to provide the Emergency Services to the service area in accordance with this Agreement and shall enter into and maintain reciprocal mutual aid agreements with surrounding fire departments and/or EMS when necessary or advisable.

(c) The Mayor of the CITY OF ANGLETON or his designee shall be the liaison with DISTRICT.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ANGLETON and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) CITY OF ANGLETON shall furnish DISTRICT no later than 30 days following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Angleton Volunteer Fire Department within the Service Area for the prior quarter. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(g) CITY OF ANGLETON will provide to the DISTRICT a copy of the City's annual audit, or portion of the City's audit, showing the funding and expenditures for fire and rescue services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY.

VI.

DISPATCH COOPERATION

DISTRICT and CITY OF ANGLETON both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ANGLETON's local dispatchers which may be necessary to effectuate accurate dispatching for Emergency Services provided by the CITY within the Service Area.

VII.

Notwithstanding the foregoing provisions of this agreement, in the event of a conflict with the Agreement and the Angleton Code of Ordinances, the Ordinances shall prevail.

VIII.

AMENDMENT BY MUTUAL AGREEMENT

This Agreement may be amended only by the mutually signed and written agreement of the parties.

IX.

ASSIGNABILITY

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression or other emergency services by CITY OF ANGLETON.

X.

MISCELLANEOUS

a. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

b. This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein.

XI.

NOTICES

All notices hereunder shall be in writing and may be delivered by personal delivery or regular US Mail to the parties at their addresses below or may be delivered via electronic mail to the address(es) provided by each Party. Notices shall be copied to legal counsel via electronic mail: to the District's counsel at PEELER@COVELER.COM; to the City's counsel at JUDITH@JGRADYRANDLEPC.COM.

XII.

VENUE AND CONTROLLING LAW

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. The Construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

CITY OF ANGLETON, TEXAS

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Print Name: Jason Perez
Title: Mayor

By: _____
Darrell Valusek, President

Address for Notice:
121 S. Velasco
Angleton, Texas 77515
Date: _____

Address for Notice:
P.O. Box 1253
Manvel, TX 77578
Date:

Acknowledged:
ANGLETON VOLUNTEER FIRE DEPARTMENT

By: _____
Print Name: _____
Title: _____

Address for Notice:

EXHIBIT "A"

