

**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, 2027, 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. 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). The City and the Department agree that the Emergency Services are "governmental functions" as defined in the

Interlocal Agreement Act, Texas Government Code §791.003. The City and the Department further agree that the Emergency Services are "homeland security activities" as defined under Texas Government Code § 421.001.

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, 2027 and ending December 31, 2027. 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 **\$382,905.00**. The Compensation 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. Any payments made to the CITY by the DISTRICT for fire protection, suppression and rescue services under a temporary extension of the 2026 annual contract shall be applied towards the total annual Compensation amount stated above.

- (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, however the Parties agree that a set amount of the total amount paid, specifically, \$75,000.000 will be applied by the CITY towards the CITY's acquisition costs of a tanker fire truck. The parties further acknowledge and agree that the District's contributions towards the acquisition costs create a lien interest in the tanker fire truck in proportion to the District's payments to the CITY which the Parties agree will be applied towards the CITY's total acquisition costs, as detailed below. The lien interest held by the District shall apply to any disposition of the tanker fire truck by the CITY which results in cash, cash equivalent or credit being received by the CITY for any reason, including but not limited to the eventual sale of the tanker fire truck, receipt of insurance proceeds due to collision or other damage, or trading the tanker fire truck towards the acquisition of replacement apparatus. The District's lien interest will depreciate in an even amount per year, reducing the lien interest to 0% effective December 31, 2039.
- (1) The Parties agree that the District has provided the following funds towards the City's acquisition costs:
- 2024 \$100,000 paid in calendar year 2024.
 - 2025 \$200,000 paid in calendar year 2025.
 - 2026 \$200,000 paid in calendar year 2026.
- (2) The Parties agree that for each year the parties maintain an Interlocal Agreement for Fire Protection, Fire Suppression and Rescue Services, a portion of each year's payment by the District to the City will be applied by the City towards its acquisition costs in the following amounts paid by the District to the City:
- 2027 \$75,000
 - 2028 \$75,000

2029 \$75,000

2030 \$75,000

2031 \$75,000,

2032 \$75,000

- (3) The Parties agree that the tanker fire truck will be used by the City's Fire Department within the City, within the District, and in any other location to which the City Fire Department responds, based upon its availability and usefulness for incidents to which the City Fire Department responds.

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 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. Additionally, pursuant to section 421.062 of the Texas Government Code, the CITY is not responsible for any civil liability that arises from the furnishing of services under this Interlocal contract.

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 staffing 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. Personnel are required to complete a minimum of 40 hours of certified training per year, prorated for partial year for any personnel who join the Department later than January 15th.

(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) QUARTERLY REPORTS TO DISTRICT

(1) 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, including a breakdown of total runs by category using the Department's category designations. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(2) Quarterly report information shall include response times for the prior quarter using the following criteria:

(A). From time of dispatch or time Department receives call to time first fire unit on location

- (B). Average Response times overall
- (C). Response times to these categories of calls - Structure Fires, Motor vehicle crashes, and EMS calls, including
 - (i). Average response time to each category;
 - (ii). Fastest response time to each category; and
 - (iii). Slowest response time to each category

(3) City shall include a list of Department personnel with the 2nd and 4th quarter reports filed with the District. The City/Department providing lists/rosters of personnel to the District is not a waiver of the Government Code section 418.176 requirement to keep staffing information confidential, as the District will not publicly discuss or distribute the staffing information. The District is an emergency services provider and any exchange of staffing information between the District and City/Department is an intergovernmental transfer of information and not a public release of said information. Information provided under this subsection shall include NIMS certifications for each emergency responder.

(g) CITY OF ANGLETON will provide 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.

(h) City and Department agree that for any dispatched call in the District's contracted area for a structure fire, the Department shall have automatic aid or automatic mutual aid with neighboring agencies in place to ensure adequate response to such calls.

(i) Upon receiving an extrication dispatch, the Department will take reasonable steps to ensure that the response will include personnel with two sets of rescue tools. Department shall request mutual aid if needed to meet this objective.

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.

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

By: _____
Print Name: John Wright
Title: Mayor

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

Acknowledged:
ANGLETON VOLUNTEER FIRE
DEPARTMENT

By: Joseph Garcia
Print Name: JOSEPH GARCIA
Title: CHIEF

Address for Notice:
221 N. CHENANGO STREET
ANGLETON, TEXAS 77515

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: [Signature]
Darrell Valusek, President

Address for Notice:
P.O. Box 1253
Manvel, TX 77578
Date: July 13, 2026

EXHIBIT "A"

The District, City and Department agree to use the map provided by the Office of the Brazoria County Engineer which has been adopted by the District (or may be adopted or amended by District action subsequent to the execution of this Agreement) as the District's official map which outlines coverage areas for contracted fire and EMS departments to define the Service Area covered by the City and Department under this Agreement.

