

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CITY OF HUTCHINS, TEXAS
INTERLOCAL AGREEMENT
FIRE PROTECTION SERVICES

This Interlocal Agreement (“Agreement”) is entered into by and between the City Hutchins, Texas (the “City”) and Dallas County, Texas (the “County”). The County and the City may hereinafter be referred to individually as a “Party,” or collectively, the “Parties.”

RECITALS:

WHEREAS, the Interlocal Cooperation Act (the “Act”), Government Code Chapter 791, authorizes both the County and the City to contract to perform governmental functions and services; specifically, to perform fire protection services;

WHEREAS, the City has agreed to provide fire protection services to the unincorporated areas of the County, and

WHEREAS, County has requested the City to provide such services with City owned and City operated fire protection equipment.

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made between said City and County as follows:

I.
SERVICES

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II. **TERM**

This Agreement shall be in effect during the County fiscal year of October 1, 2025 through September 30, 2026, and will automatically be extended for two (2) additional one-year fiscal periods (October 1, 2026 through September 30, 2027, and October 1, 2027 through September 30, 2028) provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III. **DEFINITIONS & CONDITIONS**

A. **“Fire Run”** shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an “Ambulance Run” (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

B. **“Ambulance Run”** shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment.

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where cardiopulmonary resuscitation (“CPR”) may need to be performed to sustain life;
- 2) an individual is experiencing breathing difficulties where additional personnel are needed for patient evaluation and administering life support; or

- 3) a motor vehicle accident ("MVA") has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, or where fire apparatus/skills are required.

IV. REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of SIX HUNDRED AND NO/100 DOLLARS (\$600.00) for each approved Fire Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when (i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be eligible for reimbursement.

County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V.
MUTUAL AID ASSISTANCE

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

VI.
TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII.
INSURANCE

Parties agree that they will at all times during this Agreement maintain in full force and effect insurance, including workers' compensation insurance for its employees, or self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. Parties shall furnish (upon request) to one another satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that Parties will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that each Party's insurance covers all cost and expense respective to each Party's obligations under this Agreement.

VIII.
LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity, or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third

persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

IX. NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County:

Fire Marshal
County of Dallas
Records Building
500 Elm St. – Room 500
Dallas, Texas 75202

To City:

Fire Chief, Stacy Hickson
Hutchins Fire & Rescue
1525 E. Wintergreen Road
Hutchins, Texas 75141

X. MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

B. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have

no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

C. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

D. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Open Records. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the Parties, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any information, or any part thereof, or other items or information furnished to Parties whether or not the same are available to the public. It is further understood that the Parties, their officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the Parties, their officers and employees shall have no liability or obligations to each other for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to the Parties by each other in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

J. Force Majeure. Neither party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, tornado, wind, hurricane, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, pandemic or epidemic, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

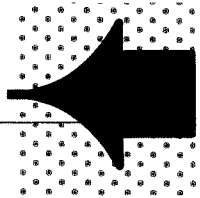
K. Authority. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the 4th day of September, 2025.

COUNTY:

CITY:



BY: Clay Lewis Jenkins

BY:

Dallas County Judge

Mayor of City of Hutchins, Texas

RECOMMENDED BY:

By: Jonathon- Dallas County Assistant Court Administrator

By: Robert De Los Santos – County Fire Marshal

APPROVED AS TO FORM*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY

BY: _____
Rebecca L. Lundberg
Assistant District Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT “A”
FIRE PROTECTION ZONE MAP

ESN # 266

Hutchins

Lancaster

Wilmer

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