

**CITY OF MOUNT VERNON, TEXAS, AND
COUNTY OF FRANKLIN, TEXAS**

**INTERLOCAL COOPERATION AGREEMENT
FOR FIRE PROTECTION SERVICES**

This **INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION SERVICES** (this "Agreement") is made and entered into on the Effective Date (hereinafter defined) by and between the **COUNTY OF FRANKLIN, TEXAS**, a political subdivision of the State of Texas (the "County"), and the **CITY OF MOUNT VERNON, TEXAS**, a Type A general-law municipality located in Franklin County, Texas (the "City" or "Mount Vernon") (collectively, the "Parties" and each individually a "Party" hereto) and memorializes the terms whereby the City agrees to provide Fire Protection Services (hereinafter defined) to the County in exchange for certain reasonable compensation from the County to the City under and pursuant to the authority granted by the Interlocal Cooperation Act (hereinafter defined).

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Cooperation Act" or "Act" herein), authorizes local governmental entities in the State of Texas to contract with each other to perform governmental functions and services that each local governmental entity is otherwise authorized to perform on its own;

WHEREAS, per Section 791.003(3)(B) of the Act, local governmental entities may contract with each other for fire protection services;

WHEREAS, pursuant to Section 352.001(a) of the Texas Local Government Code, as amended, the County may furnish fire protection or fire-fighting equipment to the County's residents who live outside of a municipality;

WHEREAS, pursuant to Section 352.001(b)(3) of the Texas Local Government Code, as amended, the County is legally authorized to execute interlocal agreements with any city, town, or village within the County to provide fire protection services to the residents of any such county residing outside the corporate limits of any city, town, or village;

WHEREAS, each Party is a local governmental entity in the State of Texas and, accordingly, the Parties are authorized under applicable laws, rules, and regulations, including the Act, to enter into an interlocal cooperative agreement for the purpose of fulfilling and implementing certain public and governmental purposes, needs, objectives, and programs, such as fire protection services, as further described herein;

WHEREAS, the City and County represent that each is independently authorized to perform the functions and services contemplated by this Agreement;

WHEREAS, the Parties desire to improve the fire protection services available to their respective residents and businesses and increase the efficiency and effectiveness thereof;

WHEREAS, the City possesses certain fire protection apparatus(es), vehicles, and other equipment designed for and capable of being used in the protection of persons, structures, vehicles, and property from and in the suppression of fires, including those located within the County;

WHEREAS, each Party has sufficient funds available from current revenues to perform the functions and services contemplated by this Agreement and agree, acknowledge, and understand that this Agreement is conditioned upon appropriation of sufficient revenue being made available by the County to pay the monetary consideration to the City as provided herein;

WHEREAS, the Parties mutually desire and agree to enter into this Agreement for the purposes contained herein, which Agreement is made under the authority of and in compliance with applicable laws, rules, and regulations, including the Act;

WHEREAS, this Agreement is in conformance with and is authorized by the Act, and sets forth the terms, rights, and duties of the Parties; and

WHEREAS, the Parties hereby find and determine that this Agreement will promote the health, safety, and general welfare of the residents located within the City and County.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants, promises, obligations, and agreements set forth below, the City and County hereby mutually agree as follows:

Section 1. Findings Incorporated.

The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

Section 2. Definitions.

In addition to those defined in the Recitals herein above, the following terms shall have the following meanings when used in this Agreement:

- (a) "Agreement" means this Interlocal Cooperation Agreement for Fire Protection Services by and between the City and County.
- (b) "Automatic Aid" means aid that is given immediately upon receiving the call for service from the dispatch center.
- (c) "City" means the City of Mount Vernon, Texas, a Type A general-law municipality.

- (d) "City Fire Chief" means the Fire Chief of the City.
- (e) "Claim" is defined in Section 9(b) herein below.
- (f) "County" means the County of Franklin, Texas, a political subdivision of the State of Texas.
- (g) "County Volunteer Fire Departments" means North Franklin Volunteer Fire Department, South Franklin Volunteer Fire Department, Purley Volunteer Fire Department, and Winnsboro Volunteer Fire Department.
- (h) "Effective Date" is defined in Section 6(a) herein below.
- (i) "Fire Protection Services" is defined in Section 3(a) herein below.
- (j) "Fiscal Year" means October 1 through September 30.
- (k) "Incidents Requiring Fire/Rescue Emergency Services" means all fires, vehicular accidents, medical emergencies and assists, and disaster response.
- (l) "Initial Term" is defined in Section 6(b) herein below.
- (m) "Interlocal Service Territory" means the unincorporated areas of Franklin County, Texas, as further depicted and described in the attached **Exhibit A** and **Exhibit B**.
- (n) "Mount Vernon Fire District" means the area depicted and described in the attached **Exhibit A**.
- (o) "Mutual Aid" means aid that is received after being requested from an emergency responder on the scene of the emergency.
- (p) "Party" or "Parties" means the City and/or County.
- (q) "Renewal Term" is defined in Section 6(b) herein below.
- (r) "Service Fee" means the definition provided in Section 5(a) herein below.
- (s) "Term" is defined in Section 6(b) herein below.

Section 3. Fire Protection Services.

- (a) **Fire Protection Services by the City.** In exchange for the good and valuable consideration provided by the County to the City as outlined in Section 5 herein below, the City agrees to provide the following services to the County during the Term of this Agreement (collectively, the "Fire Protection Services" herein):
- The City is responsible for responding to all structure fires and motor vehicle accidents within the Interlocal Service Territory, which services shall be provided by the City in accordance with the City's standard operating procedures, as amended, in the City's sole and absolute discretion.
 - The City is responsible for responding to all Incidents Requiring Fire/Rescue Emergency Services in the Mount Vernon Fire District, which services shall be provided by the City in accordance with the City's standard operating procedures, as amended, in the City's sole and absolute discretion.
 - If and when duly requested, the City will provide Mutual Aid to the County Volunteer Fire Departments with grass fires, as well as any other Incidents Requiring Fire/Rescue Services, within the Interlocal Service Territory, which services shall be provided by the City in accordance with the City's standard operating procedures, as amended, in the City's sole and absolute discretion.
 - The City will assist the County Volunteer Fire Departments in the Interlocal Service Territory without being requested, if based upon incident information, weather conditions, fire behavior, etc., the City deems it necessary to respond to limit damage occurring as a result of the incident, which services shall be provided by the City in accordance with the City's standard operating procedures, as amended, in the City's sole and absolute discretion.
 - If and when duly requested, the City will provide Mutual Aid assistance to the County Volunteer Fire Departments, which services shall be provided by the City in accordance with the City's standard operating procedures, as amended, in the City's sole and absolute discretion.
- (b) **Support From County Volunteer Fire Departments.** The Parties agree, acknowledge, and understand that the City, in its provision of the Fire Protection Services, necessarily relies upon and receives additional aid and support, including Mutual Aid or Automatic

Aid, as appropriate, from the County Volunteer Fire Departments. The City shall endeavor to execute one (1) or more separate agreements with the County Volunteer Fire Departments and maintain the same during the Term of this Agreement, which agreements shall reference and not be in conflict with this Agreement and further define the service responsibilities of the City and County Volunteer Fire Departments.

- (c) **Funding of County Volunteer Fire Departments.** The County agrees to allocate and provide sufficient funding directly to the County Volunteer Fire Departments during the Term of this Agreement, which funding from the County shall be in an amount determined by the County, in the County's sole and absolute discretion; provided, that the same is sufficient to achieve the goals, objectives, and purposes of this Agreement.
- (d) **Dispatch.** The County shall provide dispatch services for the City and County Volunteer Fire Departments.
- (e) **Access to Public Roadways/Thoroughfares.** The County hereby gives and grants to the City full and complete authority to operate City fire fighting vehicles on and over public roads, highways, and other thoroughfares of the County and other public places during the Term of this Agreement.
- (f) **Agreements with County Volunteer Fire Departments.** During the Term of this Agreement, the County agrees to maintain agreements with the County Volunteer Fire Departments that support and do not conflict with this Agreement, consistent with Section 3(c) herein above.

Section 4. Personnel; Equipment.

The City agrees to provide any and all reasonable and necessary (in the City's sole and absolute discretion) personnel and equipment in its provision of the Fire Protection Services hereunder. The City is responsible for all fuel, repairs, maintenance, and individual expenses for all City fire equipment owned by or used by the City relating its performance under this Agreement. Notwithstanding the foregoing, the Parties agree, acknowledge, and understand that the acts of any employee, contractor, or volunteer performing the Fire Protection Services in the Interlocal Service Territory, or in any manner furnishing the Fire Protection Services to the residents of the County, outside the City's corporate limits, shall be considered as the acts of agents of County in all respects, consistent with and as provided in Section 352.004 of the Texas Local Government Code, as amended.

Section 5. Consideration.

- (a) **Service Fee.** In consideration of the Fire Protection Services, as identified and set forth herein, the County shall pay the City out of current revenues the sum of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) once per

Fiscal Year during the Term of this Agreement (the "Service Fee"), which Service Fee shall be paid by the County to the City (i) in one (1) annual installment, in four (4) equal quarterly installments, or in twelve (12) equal monthly installments; and (ii) each Fiscal Year during the Term of this Agreement. The first payment shall be made by the County to the City on or before October 31, 2025. The Parties agree that the Service Fee is reasonable and fairly compensates the City for its provision of the Fire Protection Services.

Section 6. Effective Date; Term.

- (a) **Effective Date.** The Parties agree, acknowledge, and understand that this Agreement shall not take effect until the date on which the latter of all the following have occurred: (i) the County has approved and duly executed this Agreement after obtaining approval from the County's governing body; and (ii) the City has formally approved and duly executed this Agreement after obtaining approval from the City Council (the "Effective Date").
- (b) **Term.** Upon the Effective Date, this Agreement shall continue in full force and effect until September 30, 2026, unless terminated earlier in accordance with the provisions of this Agreement (the "Initial Term"). Upon conclusion of the Initial Term, this Agreement shall automatically terminate, unless the Parties duly agree in writing, via formal amendment to this Agreement, to extend the duration of this Agreement (the "Renewal Term"). The Initial Term and each Renewal Term, if applicable, shall be collectively referred to as the "Term" herein.

Section 7. Termination.

The Parties agree, acknowledge, and understand that this Agreement shall only be terminated as follows: (i) automatically at the expiration of the Initial Term, unless duly extended by the Parties; (ii) by mutual written agreement of the Parties; or (iii) by either Party, at any time, for cause or for convenience, upon at least sixty (60) calendar days prior written notice to the other Party in accordance with Section 10(n) herein below.

Section 8. Insurance.

Each Party shall, during the Term of this Agreement, maintain in full force and effect any and all legally required and appropriate insurance policies providing comprehensive general liability insurance; auto liability and physical damage coverage; and workers compensation insurance.

Section 9. Liability.

- (a) **General.** The Parties agree, acknowledge, and understand that Section 791.006 of the Act and Section 352.004 of the Texas Local Government Code, as amended, apply to the Fire Protection Services under this Agreement and that when the City is engaged

in the scope of its duty to provide the Fire Protection Services in any part of the area of the County that lies outside the City's corporate limits, the City, same to include its employees, contractors, and volunteers, acts as an agent of the County; however, it is understood that the City is not an agent of the County for any other purpose. **THE COUNTY AGREES, ACKNOWLEDGES, AND UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ANY CIVIL LIABILITY THAT ARISES FROM THE CITY'S PROVISION OF THE FIRE PROTECTION SERVICES IN ANY PART OF THE AREA OF THE COUNTY THAT LIES OUTSIDE THE CITY'S CORPORATE LIMITS.** Notwithstanding the foregoing, the County shall not be responsible for any liability hereunder that arises solely from the gross negligence of the City.

- (b) **Responsibility.** Except as provided in Section 9(a) above and to the extent allowed by law, each Party shall be responsible 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 and/or omissions, including negligent acts and/or omissions, of its personnel, employees, officials, and agents, with respect to this Agreement (collectively a "*Claim*" herein). If a Claim should arise from the comparative or concurrent negligence of more than one Party, such responsibility shall be borne by the Party against whom the Claim is made comparatively, in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed in writing by the Parties.
- (c) **Immunity Not Waived.** The Parties agree that nothing in this Agreement shall be construed as a waiver by either Party of any rights, privileges, defenses, remedies, or immunities, governmental or otherwise, available to governmental entities within the State of Texas.

Section 10. Miscellaneous.

- (a) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. Any and all suits, actions, or legal proceedings, between the Parties in any way relating to this Agreement shall be maintained in any court with exclusive jurisdiction over such matters within Franklin County, Texas.
- (b) **Dispute Resolution; Legal Expenses.** In the event a dispute arises between the Parties to this Agreement, it is hereby agreed that the Parties shall endeavor to resolve such dispute via mediation before resorting to litigation in a court of competent jurisdiction, with the costs and expenses of said mediation (excluding attorneys' costs and fees) being split evenly amongst the Parties. In the event that legal action is taken by either Party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or

prevailing Party shall be entitled to receive any costs, disbursements, and reasonable and necessary attorneys' costs and fees.

- (c) **Notice of Claim.** Each Party shall promptly advise the other Party in writing of any Claim against the City or County or known to it related to or arising out of actions or omissions under this Agreement.
- (d) **Drafting Provisions; Interpretation.** This Agreement shall be deemed to have been drafted equally by each Party hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are inserted for the conveniences of the Parties only and, accordingly, are not intended to be used in construing this Agreement.
- (e) **Entire Agreement.** This Agreement constitutes the sole and only agreement between the City and County and supersedes any prior understandings or written or oral agreements between and the Parties respecting the subject matter addressed herein. The Parties acknowledge that for the City to provide service in any other incorporated municipality within the Interlocal Agreement Territory, such incorporated municipality must enter into a separate interlocal cooperation contract with the City for the provision of fire protection services by City.
- (f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- (g) **Amendments.** No amendment, modification, or alteration to this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.
- (h) **Assignment.** Neither Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Party.
- (i) **Successors and Permitted Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by the Agreement.
- (j) **Third-Party Rights.** The provisions and conditions of this Agreement are solely for the benefit of the City and the County, and any lawful assigns or successors, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

- (p) **Acknowledgement; Binding Authority.** The Parties represent and warrant that they fully and completely understand the scope and purpose of this Agreement and terms contained herein, and, with this full and complete understanding, voluntarily enter into this Agreement as evidenced by signing and executing it below. The Parties also represent and warrant that they are legally competent to execute this Agreement and that they do so voluntarily and of their own free will and accord without reliance on any representations of any kind or character not expressly set forth herein. The person signing this Agreement on behalf of each Party has been properly authorized by the Party's respective governing body to sign this Agreement for that Party.
- (q) **Exhibits.** The following exhibits are attached hereto and incorporated herein and are made a part of this Agreement for all intents and purposes. In the event of any conflict between the exhibits and the terms and conditions of this Agreement, this Agreement shall control.

Exhibit A – Fire Districts

Exhibit B – Unincorporated County

HAVING READ AND UNDERSTANDING ALL THE PROVISIONS OF THIS AGREEMENT, THE CITY AND COUNTY AGREE TO BE BOUND BY ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

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EXECUTION PAGES TO IMMEDIATELY FOLLOW.]*

CITY

CITY OF MOUNT VERNON, TEXAS

a Type A general-law municipality

By: _____

Name: _____

Title: Mayor, City of Mount Vernon, Texas

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

COUNTY

COUNTY OF FRANKLIN, TEXAS

a political subdivision of the State of Texas



By: Scott Lee

Name: Scott Lee

Title: Franklin County Judge

Date: 10/27/25

ATTEST:

By: Brook Bussell

Name: Brook Bussell

Title: Franklin County Clerk

EXHIBIT A
Fire Districts

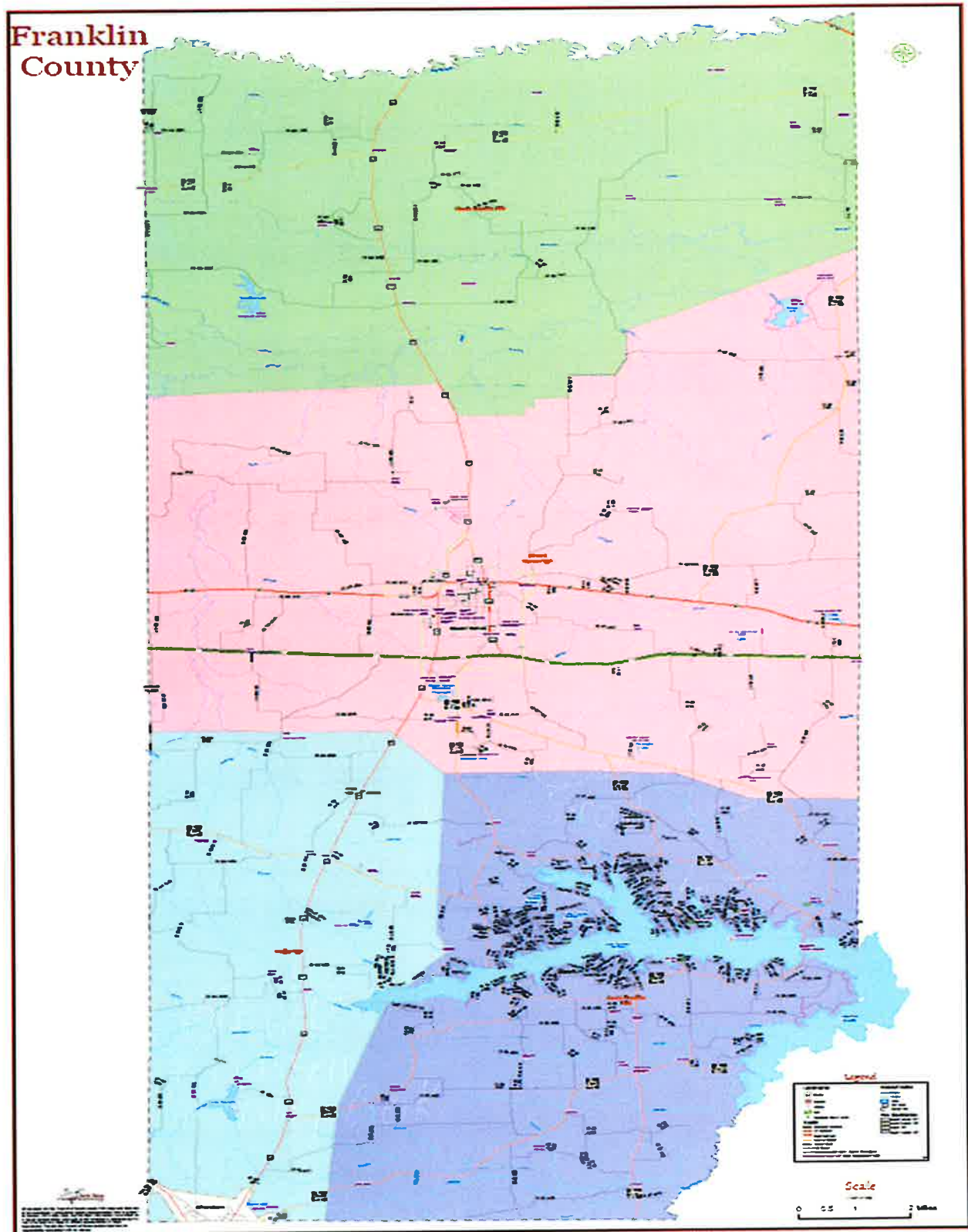


EXHIBIT B
Unincorporated County

