

THE COUNTY OF DENTON

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SANGER FIRE DEPARTMENT

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT**  
**FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICES**

**THIS AGREEMENT**, which has an effective date of October 1, 2025, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the Sanger Fire Department (“the **AGENCY**”).

**WHEREAS**, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

**WHEREAS**, the **AGENCY** is a non-profit agency, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Sanger; and

**WHEREAS**, the **COUNTY** desires to obtain fire protection services, emergency ambulance services, and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

**WHEREAS**, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient fire protection services and emergency ambulance service; and

**WHEREAS**, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating, and maintaining fire protection services and emergency ambulance services in the County; and

**WHEREAS**, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and protection of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352; and

**WHEREAS**, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and

has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

**WHEREAS**, it is agreed by **COUNTY** and **AGENCY** to be of mutual interest and advantage that the Denton County Fire Marshal supply surplus property described as a One (1) Braun Chief XL Ford F550 Type 1 Ambulance, Quote # SEMG-0008696-2 and STRYKER POWER COT/GURNEY AND LIFT SYSTEM (including mounting, charging, and maintenance equipment), hereinafter referred to collectively as “ambulance”, to the City of Sanger Fire Department for use and benefit of the residents of Denton County, Texas, residing in and around the City of Sanger, Texas; and

**WHEREAS**, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

**WHEREAS**, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

**NOW, THEREFORE**, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

## **I. TERM**

The term of this Agreement shall be for the period beginning of October 1, 2025, and ending September 30, 2027.

## **II. DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. “Emergency Ambulance Services” means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded, or injured for medical treatment is essential to the health or life of a person or persons.

- B. “Fire Protection Services” means all of the customary and usual services of a fire department, including fire suppression and medical emergency services.
- C. “Parties” means the Agency and the County.

### **III. SERVICES**

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services and emergency ambulance services normally rendered by the **AGENCY** to citizens of the City of Sanger in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in Exhibit “A”, attached hereto and incorporated herein by reference.

#### **A. FIRE PROTECTION SERVICES**

Fire protection services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire protection, extinguishment, safety and rescue services.

The services to be rendered are as follows:

1. The **AGENCY** shall make available and provide emergency fire protection, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
2. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as “*Sanger ERZ (700-04)*” as set out in Exhibit “A”.
3. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with

the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

4. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

## **B. EMERGENCY AMBULANCE SERVICES**

Emergency ambulance services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are do not otherwise have access to emergency services.

1. The **AGENCY** shall make available and provide emergency ambulance services within the agreed or specified territory or jurisdiction of the **AGENCY**.
2. The **AGENCY** shall respond to requests for emergency ambulance transportation made within the portion of the **COUNTY** designated as "*Sanger ERZ (700-04)*" as set out in Exhibit "A".
3. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

## **IV. PERFORMANCE OF SERVICE**

The **COUNTY** shall designate the County Fire Marshal to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Fire Marshal, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

At the request of the **COUNTY**, the **AGENCY** shall, submit statements reporting fire protection calls and/or emergency ambulance transport provided by the **AGENCY**. In so doing, the **AGENCY** shall use the Texas Fire Incident Reporting System's standardized forms to report fire protection services, and the standardized ambulance transportation reporting form for emergency ambulance services. Both forms may be submitted by personal delivery, U.S. Mail, facsimile, or email to the Denton County Fire Marshal, 3900 Morse St., 2<sup>nd</sup> Floor, Denton, Texas 76208.

## **V. COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for full performance of services as provided in this Agreement the sum of **\$826,448.00**, to be paid as follows:

1. A sum of **\$407,117.00** to be paid for fire calls and ambulance transports performed during the 2025-2026 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$407,117.00** no later than February 1, 2026.
2. A sum of **\$419,331.00** to be paid for fire calls and ambulance transports performed during the 2026-2027 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$419,331.00** no later than February 1, 2027.

The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

## **VI. FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

**VII.**  
**SURPLUS PROPERTY**

**COUNTY** agrees to supply the following assets to the City of Sanger Fire Department for their use during the Agreement's Term:

1. One (1) Braun Chief XL Ford F550 Type 1 Ambulance, Quote # SEMG-0008696-2; and
2. STRYKER POWER COT/GURNEY AND LIFT SYSTEM (including mounting, charging, and maintenance equipment).

**COUNTY** agrees to provide to **AGENCY** the ambulance no later than November 30, 2026. **AGENCY** agrees to provide the personnel and resources, fuel and maintenance to operate the above assets, and to provide and maintain the State required full insurance coverage on the assets at all times during the term of this Agreement. **AGENCY** is responsible for maintaining an accurate inventory of the assets ensuring it is used in concordance with the purpose for which they were purchased. **AGENCY** shall not use the assets for purposes other than those agreed to upon receipt. **AGENCY** understands at the time the assets are no longer required for the function in which each asset was loaned, the asset will be returned to the **COUNTY**. The **COUNTY** may at any time request the return of the any asset with reasonable notice to the **AGENCY**. Upon request, the asset must be surrendered within sixty (60) days of receipt of the **COUNTY**'s request.

**AGENCY** will provide reasonable access to the assets in the event inspection is required by Denton County or its associates. In the event the any asset is damaged, lost, stolen, or destroyed, the **AGENCY** will provide an investigative report on the event. **AGENCY** shall be liable to **COUNTY** for any and all damages sustained to, or caused by the **AGENCY**'s use of the assets during the **AGENCY**'s use of the assets. If any asset is destroyed, stolen, lost, or otherwise becomes inoperable and the **AGENCY** files an insurance claim for the replacement of the said asset, the replacement asset and/or all funds paid by the insurance company in payment of the insurance claim for replacement of the said asset shall become the property of the **COUNTY**.

**COUNTY and AGENCY agree that the assets transferred are "as is". In particular, COUNTY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OR REPRESENTATION**

***ABOUT THE PERFORMANCE ABILITY OF THE ASSETS, ABOUT ITS CONDITION OR MAINTENANCE, OR ABOUT ITS ABILITY TO FUNCTION IN ANY RESPECT.***

***COUNTY and AGENCY agree that upon execution of this Agreement the AGENCY will accept the transferred assets, and further agrees to accept all responsibility and liability for the assets. COUNTY, its employees, officials, and agents are released from any adverse consequences related to the use of the assets. AGENCY agrees that for and in consideration of the supplied asset, AGENCY, on behalf of its employees, officials, and agents, agrees to release, indemnity and hold harmless COUNTY, its employees, officials and agents, from and against any and all claims, damages or injuries (including death), losses, demands, suits, judgments and costs, including reasonable attorney fees and expenses, which arise or result from the ambulance supplied under this Agreement.***

**VII.**  
**RESPONSIBILITY OF THE COUNTY**

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

**VIII.**  
**RESPONSIBILITY OF THE AGENCY**

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

**IX.**  
**APPLICABLE LAW**

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and the Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

## **X.** **DEFAULT**

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of sixty (60) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

## **XI.** **TERMINATION**

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving one-hundred eighty (180) days advance written notice to the other party. In the event of termination by either party prior to the **AGENCY** being paid in full, the **AGENCY** shall be compensated pro rata for all services performed to the termination date by dividing the full sum of the applicable year by 365 days, the number of days covered by this Agreement. In the event of such termination after the **AGENCY** has been paid in full, the **COUNTY** shall be reimbursed pro rata for all compensation paid to the **AGENCY** in anticipation of the **AGENCY** providing services after the date of termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

## **XII.** **GOVERNMENTAL IMMUNITY**

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

**XIII.**  
**ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**XIV.**  
**LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

**XV.**  
**SEVERABILITY**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XVI.**  
**AUTHORITY**

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

**XVII.**  
**SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

*[EXECUTION PAGES FOLLOW]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**COUNTY:**

Denton County, Texas  
1 Courthouse Drive, Suite 3100  
Denton, Texas 76208

**AGENCY:**

Sanger Fire Department  
City of Sanger  
P.O. Box 1729  
Sanger, Texas 76266

By: \_\_\_\_\_  
Andy Eads  
Denton County Judge

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Denton County Clerk

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Denton County Fire Marshal

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$826,448.00 to accomplish and pay the obligation of Denton County under this Agreement.

\_\_\_\_\_  
Denton County Auditor



Andie Eade - County Judge  
 Ryan O'Hara - Commissioner District 1  
 Kevin Taylor - Commissioner District 2  
 Mattie A. McNeil - Commissioner District 3  
 Loretta Greenhouse - Commissioner District 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS
- COUNTY OUTLINE
- CITIES
- OUT OF COUNTY
- INCORPORATED LAKE
- MUDS & DEVELOPMENTS
- ACTIVE FIRE STATION
- PROMPOSED FIRE STATION
- EMERGENCY RESPONSE ZONES
  - AUBREY (700-06)
  - DENTON (700-05)
  - KRUM (700-03)
  - PI OF POINT (700-07)
  - PONDER (700-02)
  - SANGER (700-01)
  - LAKES (700-19)

**City Population (2022)**

Denton > 150,000  
 Lewisville 108,000  
 Flower Mound 50,000  
 Carrollton 45,000  
 Coppell 35,000

TOTAL AREA OF DCERA: 480.81 SQ MI  
 EST. TOTAL 2024 POPULATION OF DCERA: 119,207



1:36,538



**Overview Map**



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CONTACT INFORMATION  
 LANSBERRY MAP, 2100 W. HAWTHORNE BLVD.  
 E-MAIL: [info@lansberry.com](mailto:info@lansberry.com)

# DENTON COUNTY

## EXHIBIT "A": NW DCERA Emergency Response Zones