

**INTERLOCAL AGREEMENT BETWEEN LUBBOCK COUNTY, TEXAS AND
CITY OF WOLFFORTH FOR FIRE SUPPRESSION AND RESCUE SERVICES**

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

FISCAL YEAR 2025

WHEREAS, this Agreement is made between the County of Lubbock, Texas, hereinafter referred to as “COUNTY” and the City of Wolfforth, hereinafter referred to as “DEPARTMENT”, under and pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and under Section 352.001 of the Texas Local Government Code, for the performance of governmental functions and services, specifically, fire suppression and firefighting services; and

WHEREAS, the COUNTY and DEPARTMENT represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the COUNTY has determined that a need exists for fire suppression and rescue services in the unincorporated areas of Lubbock County; and

WHEREAS, the DEPARTMENT is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires; and

WHEREAS, the COUNTY desires to obtain such services for its citizens residing in unincorporated areas of Lubbock County, and the DEPARTMENT is willing to provide such services as hereinafter set forth and provided.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants and agreements each to the other made herein, the COUNTY and DEPARTMENT do hereby agree as follows:

Section 1. The DEPARTMENT agrees to furnish, equip, train and supervise personnel and equipment in response to fire suppression and rescue operations in the unincorporated areas of Lubbock County, upon being dispatched by the Lubbock County Sheriff’s Office. The term of this agreement shall be from **October 1, 2024**, and continuing through **September 30, 2025**.

Section 2. In consideration of the services provided under this Agreement, the COUNTY agrees to pay the DEPARTMENT **\$219,050** for fire suppression and rescue services for fiscal year **2025**, said amount to be paid following the approval of said funding by the Lubbock County Commissioner’s Court, consistent with the Texas Open Meetings Act. This Amount was calculated based on a five-year fiscal year average (FY2019-FY2023) of **337** fire calls, multiplied by \$650.00/run.

Section 3. The DEPARTMENT shall make or cause to be made a fire report, showing the date, time, location and description of all fire suppression and rescue operations conducted by the DEPARTMENT in the unincorporated areas of Lubbock County each month. A report must be submitted even if no fire suppression and rescue operations are performed in a given month. A copy of said reports shall be furnished monthly to the Lubbock County Office of Emergency Management by sending an email to firereports@lubbockcounty.gov. True copies of such reports shall be retained by DEPARTMENT, subject to inspection by COUNTY, by the County Auditor or the Lubbock County Commissioners Court, at any time during normal business hours.

Section 4. The DEPARTMENT shall make or cause to be made an annual budget proposal each fiscal year and must submit to the COUNTY by May 31st of each year the proposed annual budget for the following fiscal year by email to firereports@lubbockcounty.gov.

Section 5. The DEPARTMENT shall make or cause to be made a final budget to be filed with the COUNTY by October 31st of each year. This budget shall be of the preceding fiscal year and shall be submitted to the COUNTY by email to firereports@lubbockcounty.gov.

Section 6. This Agreement shall become effective and shall remain in effect unless terminated by written notice from either party, delivered not less than ninety (90) days in advance of such termination.

Section 7. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited with a United States post office, with proper postage affixed thereto via certified mail, return receipt requested, addressed as shown below:

To the DEPARTMENT: City of Wolfforth
P.O. Box 36
Wolfforth, TX 79382
ATTN: Charles Addington, II, Mayor

To the COUNTY: Lubbock County Commissioner's Court
904 Broadway, Suite 101
Lubbock, TX 79401
ATTN: County Judge

With a copy to: Lubbock County Contract Manager
P.O. Box 10536
Lubbock, TX 79408

Section 8. All payments made by COUNTY shall be made from current funds. All payments made by COUNTY to DEPARTMENT for the performance of governmental functions or services is in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

Section 9. No provisions in this Agreement will waive the requirements of Texas Government Code § 552.001 et seq., as amended (the "Open Records Act").

Section 10. The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the domestic laws of the State of Texas, and any suit regarding this Agreement must be filed in the state courts of Lubbock County, Texas.

Section 11. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the governmental function or services described. This Agreement does not create any right, benefit, expectation, warranty, promise, or cause of action for any other person or entity who is not a party to this Agreement. By executing this Agreement, no party waives, or will be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party will be solely responsible for any attorney fees, costs, loss, damages, injury, or death to others or their property arising out of or related to the acts or omissions only of the Party's employees or agents and not those of any other Party.

Section 12. The DEPARTMENT agrees that it shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, fire suppression and rescue services, including those not in effect and hereafter adopted.

Section 13. The DEPARTMENT agrees that it shall, at its own cost and expense, purchase and keep in force at all times insurance for the minimum amount of liability under the Texas Tort Claims Act. The DEPARTMENT agrees to provide copies of such policy or policies of insurance and/or other evidence satisfactory to the COUNTY by emailing copies to firereports@lubbockcounty.gov.

Section 14. This Agreement constitutes the entire Agreement and understanding between the parties. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.

Section 15. If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid, or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under authority of appropriate action taken by their respective governing bodies on the date herein below specified.

LUBBOCK COUNTY:

CITY OF WOLFFORTH:

Curtis Parrish
Lubbock County Judge

Date Approved by Lubbock County
Commissioners Court: _____

Charles Addington, II
Mayor

Date Approved by
City Council: _____

ATTEST:

ATTEST:

Kelly Pinion
Lubbock County Clerk

Teri Robinette
City Secretary

APPROVED AS TO CONTENT:

Terence Kovar
Commissioner, Precinct One

APPROVED AS TO FORM ONLY:

Jennifer Irlbeck
Civil Division, Lubbock County
Criminal District Attorney's Office