

**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 October, 2008, 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 TEN AND NO/100 (\$10.00) DOLLARS, the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, **DISTRICT** and **CITY OF ANGLETON** 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 municipal body politic of the State of Texas. 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 government functions and services for **DISTRICT**. Such government 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).

CITY OF ANGLETON acknowledges and represents that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this

Agreement. The parties, CITY OF ANGLETON and DISTRICT, agree and acknowledge that CITY OF ANGLETON shall in its sole discretion determine the manner in which to perform and deliver said emergency services, including the selection of the service provider. The parties, CITY OF ANGLETON and DISTRICT, both agree and acknowledge that CITY OF ANGLETON intends to select and assign the responsibility of providing such emergency services to the service area to its municipal fire department, Angleton Volunteer Fire Department, a department of the CITY OF ANGLETON.

II.

TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning October 1, 2008 and ending September 30, 2009. Either party may terminate this Agreement upon six months written notice to the other party, along with a copy of same to the Angleton Volunteer Fire Department.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as 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 services to be provided by CITY OF ANGLETON hereunder shall be as follows: DISTRICT to pay to CITY OF ANGLETON an amount of \$210,000.00 per annum. These payments shall be made in quarterly installments.
- (b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be non refundable. 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 (to wit, the percentage of the term completed as of the termination date).

- (c) The CITY OF ANGLETON has the sole discretion to determine how these funds are expended.

IV.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

CITY OF ANGLETON agrees to use its best efforts in carrying out its duties under this Agreement, and represents that the quality of the fire protection and suppression services provided will be equal to or better than the services that had been provided in the Service Area as of January 1, 2008. Neither CITY OF ANGLETON nor Angleton Volunteer Fire Department (including its members) may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, V.T.C.A., Civil Practice & Remedies Code, Subchapter B. Tort Liability of Governmental Units, Section 101.001, et seq.

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.

However, DISTRICT acknowledges that it recognizes that CITY OF ANGLETON is a municipality with similar statutory obligations to its own corporate area and that the Angleton Volunteer Fire Department similarly provides similar emergency services to CITY OF ANGLETON. DISTRICT further acknowledges that it recognizes that the providing of necessary fire protection and suppression and other emergency services to DISTRICT shall not be exclusive, but shall be rendered in the context of the CITY OF ANGLETON's and Angleton Volunteer Fire Department's fire and emergency response protocols, including CITY OF ANGLETON's and Angleton Volunteer Fire Department's use and reliance from time to time on mutual aid agreements that it has or will have with other fire departments.

(b) CITY OF ANGLETON shall provide the necessary manpower and equipment for the providing of 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.

(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 ever 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) CITY OF ANGLETON shall name DISTRICT as an additional insured its liability insurance policies during the original and any extended term of this Agreement.

(g) CITY OF ANGLETON, by and through its Fire Chief, shall furnish DISTRICT at or prior to the monthly meeting 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. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

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.

VII.

AUTOMATIC AMENDMENT

This Agreement shall be automatically amended to conform to any laws or city ordinances that are applicable to CITY OF ANGLETON or DISTRICT. Should any of the provisions of this Agreement be in such conflict, the contrary provision of this Agreement shall be amended to conform to said law or ordinance.

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

If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the Agreement, other than the invalid unenforceable part, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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 delivered or sent Certified Mail, Return Receipt Requested to the parties at their addresses below. Notices sent to the

District shall be copied to The District's counsel, Coveler & Katz, P.C. at 820 Gessner, Suite 1710, Houston, Texas 77024.

XII.

VENUE AND CONTROLLING LAW

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. This Contract is fully performable and enforceable in Brazoria County, Texas wherein venue hereunder shall lie.

CITY OF ANGLETON, TEXAS

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Address for Notice:

Date: _____

Address for Notice:
P.O. Box 1253
Manvel, TX 77578
Date: _____

Acknowledged:
ANGLETON VOLUNTEER FIRE DEPARTMENT

By: _____
Print Name: _____
Title: _____

Address for Notice:

EXHIBIT "A"