

INTER-LOCAL FIRE PROTECTION AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMB §

This Inter-Local Agreement entered into between the CITY OF AMHERST, "CITY," acting by and through its duly authorized Mayor, CLINTON SAWYER, and the COMMISSIONERS COURT OF LAMB COUNTY, TEXAS, "COUNTY," acting by and through its duly authorized County Judge, JAMES M DELOACH, pursuant to the authority of § 352.001(b)(3) and/or § 352.001(c), *Texas Local Government Code*, memorializes the desire of the COUNTY to provide for rural fire protection for its residents, businesses and property outside incorporated city limits within said COUNTY and the willingness of CITY to provide same: IT IS THEREFORE AGREED that CITY will furnish fire protection to COUNTY upon the terms and conditions set forth as follows:

TERM

The term of this agreement shall commence on the 1st day of October, 2020 and shall continue in full force and effect for a period of One Year.

PROVISION OF SERVICES

CITY shall furnish fire fighting equipment and personnel, as may be available, to the citizens of rural Lamb County for fighting fires outside the territorial jurisdiction of CITY in Lamb County, Texas. Pursuant to § 352.004, *Texas Local Government Code*, the act of a person who, in carrying out a county's authority to provide fire protection, furnishes fire protection to a county resident who lives outside the municipalities in the county, including the act of a person who is a regular employee, volunteer or fire fighter of a municipality, is considered to be the act of an agent of the COUNTY. CITY shall not be liable for the acts of its employees or volunteers in fighting fires outside the CITY under the terms of this contract. COUNTY shall indemnify, hold harmless and defend CITY, at COUNTY's own expense, for any actions undertaken pursuant to this Agreement in the event of lawsuit, causes of action or claims against CITY.

Notwithstanding anything herein to the contrary, CITY and its fire department shall have the option of refusing to answer or respond to any call for fire fighting assistance outside the city

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2020 DEC - 1 P 2:37
TONYA TORRE
COUNTY CLERK, LAMB CO. TEXAS

limits if, in the opinion of the Fire Chief of the CITY, adequate assistance is available from sources nearer the fire than the CITY's location or, in the event one or more fires shall be in progress at the time of such call, inside or outside the city limits. Neither the CITY or any of its employees or agents shall be liable for the effects of any judgment made pursuant to this paragraph and COUNTY agrees to save and hold harmless from any and all liability and expense of any kind which arise as a result of the exercise of professional judgment hereunder.

REPORTING

CITY shall make or cause to be made a report to COUNTY indicating the Date, Time, Location, Description of Structures damaged, Property Owner's Name and Address, and an estimate of property damage of each such structure or other damage caused by fire to which CITY has been dispatched beyond the city limits of CITY. CITY shall forward a copy of said report to the County Judge with thirty (30) days after the completion of each call.

COMPENSATION & BILLING

COUNTY agrees to pay CITY the sum of Six-Hundred Dollars (**\$600.00**) for each call responded to by CITY outside the city limits. COUNTY shall pay CITY on a monthly basis for all fire calls responded to by CITY and reported to the County Auditor for the preceding month. Payment to CITY by COUNTY shall be made from current revenues of COUNTY or from a fund established by COUNTY and within its immediate control.

In addition to the aforesaid sums, if CITY chooses to, CITY may cause to be made and delivered by U.S. Mail a statement, bill or invoice to the person responsible for starting a fire or the appropriate landowner, resident, or business owner of COUNTY whose property is affected by the provision of services hereunder by CITY. CITY shall bill said landowner, resident or business owner for the sum of Three-Hundred Dollars (**\$300.00**), payable directly to CITY. It shall be within the discretion of CITY whether or not the land owner, resident or business owner is billed, turned over for collection or pursued through legal process for collection of said sums. Any collection efforts or legal action related to the provision of fire fighting services under this Agreement shall be the responsibility of CITY. All collections from this billing shall be the property of the CITY.

MISCELLANEOUS

This Agreement represents the entire agreement between the parties and may not be altered, amended or terminated, unless done in writing and duly executed by the parties.

EXECUTED this 9th day of November, 2020.

City of Amherst, Texas

Lamb County, Texas

Clinton Sawyer
Clinton Sawyer, Mayor

James M DeLoach
James M DeLoach, County Judge

ATTEST:

[Signature]
City Secretary

Tonya Ritchie
Tonya Ritchie, Lamb County Clerk



INTER-LOCAL FIRE PROTECTION AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMB §

This Inter-Local Agreement entered into between the CITY OF LITTLEFIELD, "CITY," acting by and through its duly authorized MAYOR, ERIC TURPEN, and the COMMISSIONER'S COURT OF LAMB COUNTY, TEXAS, "COUNTY," acting by and through its duly authorized County Judge, JAMES M DELOACH, pursuant to the authority of § 352.001(b)(3) and/or § 352.001(c), *Texas Local Government Code*, memorializes the desire of the COUNTY to provide for rural fire protection for its residents, businesses and property outside incorporated city limits within said COUNTY and the willingness of CITY to provide same: IT IS THEREFORE AGREED that CITY will furnish fire protection to COUNTY upon the terms and conditions set forth as follows:

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PROVISION OF SERVICES

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Notwithstanding anything herein to the contrary, CITY and its fire department shall have the option of refusing to answer or respond to any call for fire fighting assistance outside the city

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TOMMY NICHOL
COUNTY CLERK, LAMB CO. TEXAS

limits if, in the opinion of the Fire Chief of the CITY, adequate assistance is available from sources nearer the fire than the CITY's location or, in the event one or more fires shall be in progress at the time of such call, inside or outside the city limits. Neither the CITY or any of its employees or agents shall be liable for the effects of any judgment made pursuant to this paragraph and COUNTY agrees to save and hold harmless from any and all liability and expense of any kind which arise as a result of the exercise of professional judgment hereunder.

REPORTING

CITY shall make or cause to be made a report to COUNTY indicating the Date, Time, Location, Description of Structures damaged, Property Owner's Name and Address, and an estimate of property damage of each such structure or other damage caused by fire to which CITY has been dispatched beyond the city limits of CITY. CITY shall forward a copy of said report to the County Auditor within thirty (30) days after the completion of each call.

COMPENSATION & BILLING

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MISCELLANEOUS

This Agreement represents the entire agreement between the parties and may not be altered, amended or terminated, unless done in writing and duly executed by the parties.

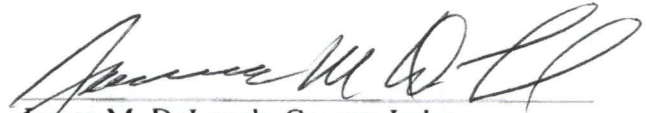
EXECUTED this 30 day of October, 2020.

City of Littlefield, Texas

Lamb County, Texas

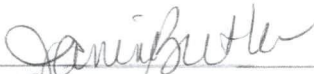


Eric Turpen, Mayor

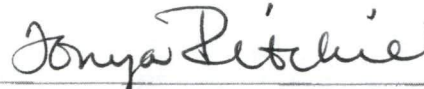


James M. DeLoach, County Judge

ATTEST:



City Secretary



Tonya Ritchie, Lamb County Clerk



INTER-LOCAL FIRE PROTECTION AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMB §

This Inter-Local Agreement entered into between the CITY OF OLTON, "CITY," acting by and through its duly authorized Mayor, MARK MCFADDEN, and the COMMISSIONERS COURT OF LAMB COUNTY, TEXAS, "COUNTY," acting by and through its duly authorized County Judge, JAMES M DELOACH, pursuant to the authority of § 352.001(b)(3) and/or § 352.001(c), *Texas Local Government Code*, memorializes the desire of the COUNTY to provide for rural fire protection for its residents, businesses and property outside incorporated city limits within said COUNTY and the willingness of CITY to provide same: IT IS THEREFORE AGREED that CITY will furnish fire protection to COUNTY upon the terms and conditions set forth as follows:

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PROVISION OF SERVICES

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Notwithstanding anything herein to the contrary, CITY and its fire department shall have the option of refusing to answer or respond to any call for fire fighting assistance outside the city

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JANNA HITCHCOCK
COUNTY CLERK, LAMB COUNTY, TEXAS

limits if, in the opinion of the Fire Chief of the CITY, adequate assistance is available from sources nearer the fire than the CITY's location or, in the event one or more fires shall be in progress at the time of such call, inside or outside the city limits. Neither the CITY or any of its employees or agents shall be liable for the effects of any judgment made pursuant to this paragraph and COUNTY agrees to save and hold harmless from any and all liability and expense of any kind which arise as a result of the exercise of professional judgment hereunder.

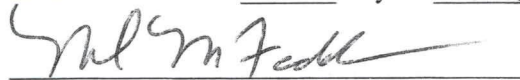
REPORTING

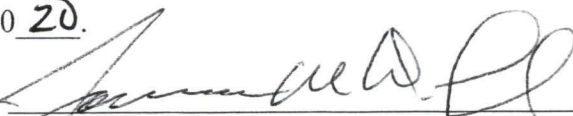
CITY shall make or cause to be made a report to COUNTY indicating the Date, Time, Location, Description of Structures damaged, Property Owner's Name and Address, and an estimate of property damage of each such structure or other damage caused by fire to which CITY has been dispatched beyond the city limits of CITY. CITY shall forward a copy of said report to the County Judge within thirty (30) days after the completion of each call.

COMPENSATION & BILLING

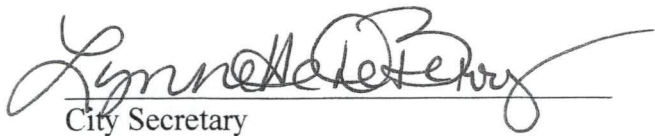
COUNTY agrees to pay CITY the sum of Six-Hundred Dollars (\$600.00) for each call responded to by CITY outside the city limits. COUNTY shall pay CITY on a monthly basis for all fire calls responded to by CITY and reported to the County Auditor for the preceding month. Payment to CITY by COUNTY shall be made from current revenues of COUNTY or from a fund established by COUNTY and within its immediate control.

EXECUTED this 12 day of November, 2020.


Mayor Mark McFadden


County Judge, James M DeLoach

ATTEST:


City Secretary


Tonya Ritchie, Lamb County Clerk



INTER-LOCAL FIRE PROTECTION AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMB §

This Inter-Local Agreement entered into between the CITY OF SPRINGLAKE, "CITY," acting by and through its duly authorized Mayor, GAYLON CONNER, and the COMMISSIONERS COURT OF LAMB COUNTY, TEXAS, "COUNTY," acting by and through its duly authorized County Judge, JAMES M DELOACH, pursuant to the authority of § 352.001(b)(3) and/or § 352.001(c), *Texas Local Government Code*, memorializes the desire of the COUNTY to provide for rural fire protection for its residents, businesses and property outside incorporated city limits within said COUNTY and the willingness of CITY to provide same: IT IS THEREFORE AGREED that CITY will furnish fire protection to COUNTY upon the terms and conditions set forth as follows:

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PROVISION OF SERVICES

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Notwithstanding anything herein to the contrary, CITY and its fire department shall have the option of refusing to answer or respond to any call for fire fighting assistance outside the city

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COUNTY CLERK
LAMB COUNTY, TEXAS

limits if, in the opinion of the Fire Chief of the CITY, adequate assistance is available from sources nearer the fire than the CITY's location or, in the event one or more fires shall be in progress at the time of such call, inside or outside the city limits. Neither the CITY or any of its employees or agents shall be liable for the effects of any judgment made pursuant to this paragraph and COUNTY agrees to save and hold harmless from any and all liability and expense of any kind which arise as a result of the exercise of professional judgment hereunder.

REPORTING

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COMPENSATION & BILLING

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MISCELLANEOUS

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EXECUTED this 30 day of November, 2020.

City of Springlake, Texas

Lamb County, Texas

Gaylon Conner Mayor
Gaylon Conner, Mayor

James M DeLoach
James M DeLoach, County Judge

ATTEST:

Christy Anderson
City Secretary

Tonya Ritchie
Tonya Ritchie, Lamb County Clerk



INTER-LOCAL FIRE PROTECTION AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMB §

This Inter-Local Agreement entered into between the CITY OF SUDAN, "CITY," acting by and through its duly authorized Mayor, SAM MILLER, and the COMMISSIONERS COURT OF LAMB COUNTY, TEXAS, "COUNTY," acting by and through its duly authorized County Judge, JAMES M DELOACH, pursuant to the authority of § 352.001(b)(3) and/or § 352.001(c), *Texas Local Government Code*, memorializes the desire of the COUNTY to provide for rural fire protection for its residents, businesses and property outside incorporated city limits within said COUNTY and the willingness of CITY to provide same: IT IS THEREFORE AGREED that CITY will furnish fire protection to COUNTY upon the terms and conditions set forth as follows:

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TODAY RICHIE
CLERK, LAMB CO TEXAS

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MISCELLANEOUS

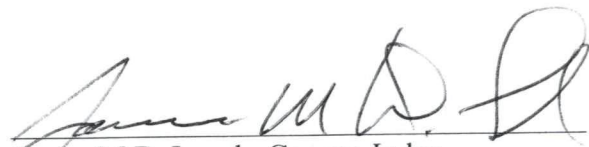
This Agreement represents the entire agreement between the parties and may not be altered, amended or terminated, unless done in writing and duly executed by the parties.

EXECUTED this 16th day of October, 2020.

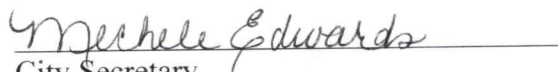
City of Sudan, Texas

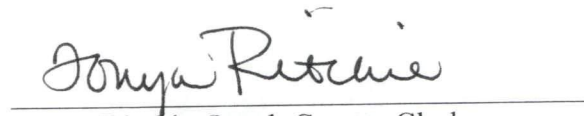
Lamb County, Texas


Sam Miller, Mayor


James M DeLoach, County Judge

ATTEST:


City Secretary


Tonya Ritchie, Lamb County Clerk

