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, 2021 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.

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.

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 /s day of October, 2021.

City of Amherst, Texas

Lamb County, Texas

Imiton Sawyer, Mayor

James M DeLoach, County Judge

ATTEST:

City Secretary

Tonya Ritchie Lamb County Clerk

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

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.

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 ___ day of October, 2021.

Mayor Mark McFadden

County Judge, James M DeLoach

ATTEST:

City Secretary

Tonya Ritchie, Lamb County Clerk

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMB §

This Inter-Local Agreement entered into between the CITY OF EARTH, "CITY," acting by and through its duly authorized Mayor, Saunya Bullock, 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

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.

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.

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 may 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.

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 ____ day of October, 2021.

City of Earth, Texas

Lamb County, Texas

ATTEST:

Donya Rethie

James M DeLoach, County Judge

Tonya Ritchie, Lamb County Clerk



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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The term of this agreement shall commence on the 1st day of October, 2021 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.

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.

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 may 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.

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 day of October, 2021.	
City of Springlake, Texas	Lamb County, Texas
Haylon Conner, Mayor Gaylon Conner, Mayor	James M DeLoach, County Judge
ATTEST:	COUNTYCOUR
City Secretary	Tonya Ritchie, Lamb County Clerk

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:

TERM

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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.

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

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 may 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.

If for any reason the entire amount of \$110,000.00 is not expended each year, Littlefield EMS will retain the unused portion of such \$110,000.00 for future expenditures on necessary EMS fleet equipment, to include the purchase of an ambulance vehicle.

- (4) Littlefield EMS will provide at minimum a quarterly report to the County Judge which includes: the number of runs made (primary & secondary), type of each run (e.g., medical, trauma), location of the call (City or County), receiving facility, and the number of calls EMS was not able to answer with the reason EMS was unable to answer the call.
- (5) Lamb County is not obligated to make this payment annually; this Agreement sets out a one-time payment to be made one time, the same being for the term of the Agreement.
- (6) Lamb County shall not be responsible for any actions, failures to act, or omissions of anyone performing/providing emergency medical and ambulance services as described herein. In the event a Littlefield insurance carrier/provider has not already provided coverage for any such losses, the party contracting with Littlefield, or Littlefield agrees to indemnify, defend and hold harmless Lamb County for any claim for damages, lawsuits, judgments or expenses or any other action(s) arising out of or in connection with the ambulance services provided under any agreement with Littlefield.
- (7) All notices required under this Agreement shall be considered satisfied by deposit of the notice in the United States mail, postage prepaid, to the parties as follows:

Lamb County Judge 100 6th Dr. Littlefield, Texas 79339

Mayor City of Littlefield P.O. Box 1267 Littlefield, Texas 79339

SIGNED and entered this, the 36 day of 0.0101 - .2021.

LAMB COUNTY, TEXAS

CITY OF LITTLEFIELD, TEXAS

James M DeLoach, County Judge

Eric Turpen, Mayor

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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PROVISION OF SERVICES

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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 <u>24</u> day of October, 2021.

City of Sudan, Texas

Lamb County, Texas

Sam Miller, Mayor

James M DeLoach, County Judge

ATTEST:

Mechale Edwards
City Secretary

Tonya Ritchie, Lamb County Clerk

