

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, 2022, and shall continue in full force and effect for a period of one (1) 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 COUNTY. CITY shall not be liable for the acts of its employees or volunteers in fighting fires outside 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 limits if, in the opinion of the Fire Chief of CITY, adequate assistance is available from sources nearer the fire than 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 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, for each call it responds to pursuant to this agreement, make or cause to be made a report to COUNTY in a format approved by the County Judge. CITY shall use only the form provided by the County Judge's Office. Each report shall be fully completed and shall accurately document each call for which CITY seeks payment.

CITY shall forward each completed report to the County Judge within thirty (30) days after the completion of each call. COUNTY is not obligated to pay for calls CITY reports ninety (90) days or later after completion of the call.

COMPENSATION & BILLING

COUNTY agrees to pay CITY according to the following schedule. 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 timely reported to the County Judge for the preceding month.

Should CITY respond to a call which does not fall squarely into one of the following categories, CITY shall complete the County Judge's report, fully documenting the event and call, providing justification for the requested payment. COUNTY will then review the request and pay accordingly.

The measure of CITY's length of time served on each call will be taken from the time CITY is paged to the call, until the time CITY returns to service.

If at any time disagreement arises between CITY and COUNTY related to CITY's request for payment, a committee shall be formed, made up of the county Fire Chiefs to review the call and make a recommendation to COUNTY. The Lamb County Commissioners Court will serve as the final arbiter if an agreement cannot be reached.

2022 FIRE DEPARTMENT PAY SCHEDULE

Effective October 1, 2022, COUNTY will pay for calls of the following nature which occur outside city limits, on the following schedule/rate:

1. MVC with no extrication. CITY is standby only, if/when CITY is requested by EMS or Law Enforcement to assist on scene. CITY clears the scene shortly after EMS, or after there is no longer a danger of fire. COUNTY will pay CITY \$400 for each call.
2. Small grass fire or ROW fire. CITY is on scene for less than one (1) hour. COUNTY will pay \$600 for each call.
3. Fire with a scene time from 1-4 hours. This could be a multi-department fire, and each department will be paid according to time on scene. If CITY is on scene less than one (1) hour, COUNTY will pay \$600 for each call. If CITY is on scene between one (1) and four (4) hours, COUNTY will pay \$800 for each call.
4. MVC with the use of specialty tools. (“Specialty tools” includes but is not limited to: jaws, air bags, fire suppression, etc.) CITY is on scene for less than one (1) hour. COUNTY will pay \$800 for each call.
5. Large Multi Department fires with more than four (4) hours on scene. Each department will be paid according to time on scene. If on scene over four (4) hours, CITY will be paid \$1000 for each call. If on scene for less than four (4) hours, CITY will be paid \$800 for each call. If on scene less than an hour, CITY will be paid \$600 for each call.

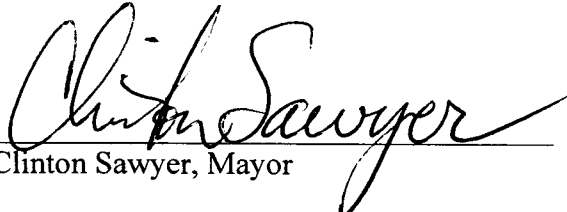
If other county resources are required on a call, CITY will request appropriate resources from the County Commissioner or their staff.

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 7th day of November, 2022.

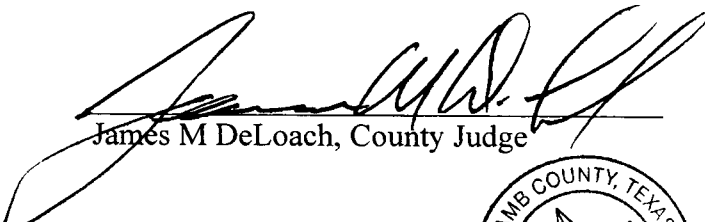
City of Amherst, Texas



Clinton Sawyer, Mayor

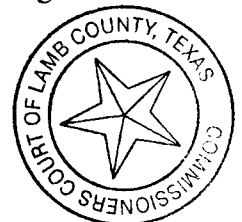
ATTEST:


City Secretary

Lamb County, Texas


James M DeLoach, County Judge


Tonya Ritchie, Lamb County Clerk



2022 Fire Department Pay Schedule

It has been many years since Lamb County adjusted the Pay Schedule for our Fire Departments. We have been approached to look at changing the way we pay for Rural Fire Calls. Effective October 1st 2022 Lamb County will pay on the following schedule/rate.

1. MVC with no extrication. This would be a standby only, if you are requested by EMS or Law Enforcement to help on scene. This is not meant to be an extended scene time. Generally, the Fire Department would clear the scene shortly after EMS or after there is no longer a danger of fire. The County will pay \$400 for each call of this nature outside the city limits.
2. Small grass fire or ROW fire. (Less than 1 hour on scene) The County will pay \$600 for each call outside the city limits.
3. Fire with a scene time from 1-4 hours. This could be a multi department fire. Each department will be paid according to their time on the fire. If they are on scene less than an hour, they will be paid \$600 if they are on scene from 1-4 hours, they will be paid \$800.
4. MVC with the use of specialty tools (Jaws, Air bags, fire suppression etc.) Generally, less than an hour on scene. The County will pay \$800 per call.
5. Large Multi Department fires that generally last longer than 4 hours on scene. Each department will be paid according to time on scene. Any department on scene over 4 hours will be paid \$1000. If a department is on scene for less than 4 hours, they will be paid \$800. If they are on scene less than an hour, they will be paid \$600.

In the case other County resources are requested please continue to request those resources from the Commissioner or their staff as you are currently doing.

All request for payment MUST use the form provided by the County Judge's (Cynthia Bussey) office. Request should be fully documented. If there is a situation that is not covered above make sure the request is fully documented and justification is given for your request. We will review the request and pay accordingly.

Request should be submitted to the County Judges office within 30 days of the fire. Failure to do so may cause them to be declined.

The times that will be used to decide the time on the fire or incident will be the time the department is paged until the time they return to service.

If at any time the department disagrees with the County Judges office or the County Judges office disagrees with a departments request for payment. There will be a committee appointed from the County Fire Chiefs to review the call and make a recommendation. The Lamb County Commissioners Court will have the final say if an agreement cannot be reached.

Lamb County Fire Report

Submitted By:

Amherst

Fire Department

Date of Call: _____ Legal Description or Incident Location _____

Assigned Call _____ Enroute/76 _____ Arrived/23 _____ Clear/24 _____ At Station _____

Type of Fire:

MVC No Extrication

Small Fire <1 hour

Fire >1 Hour

MVC with extrication

Large Fire >4 hours

Fire Cause:

Accidental, Undetermined, Incendiary, Natural Causes

Units Responding:

Number of Firefighters Responding: _____

Mutual Aid: Given, Received

Departments on Scene:

Amherst, Earth, Littlefield, Olton, Springlake, Sudan, Other _____

County Machinery used? Yes No

Difficulties Encountered & Other Information: _____

AFFADAVIT

The above information is true and correct to the best of my knowledge and belief.

Signature

Title

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 EARTH (“CITY”), acting by and through its duly authorized Mayor, GUILLERMO W. FLORES; 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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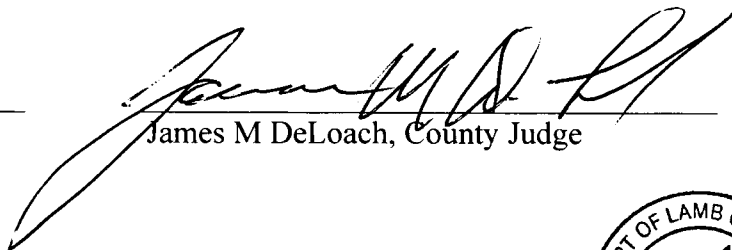
EXECUTED this 26th day of October, 2022.

City of EARTH, Texas

Lamb County, Texas

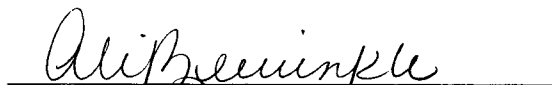


Guillermo W. Flores, Mayor




James M DeLoach, County Judge

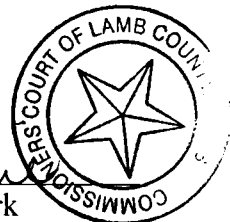
ATTEST:



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 LITTLEFIELD (“CITY”), acting by and through its duly authorized Mayor, ERIC TURPEN; 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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MISCELLANEOUS

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EXECUTED this 27 day of October, 2022.

Littlefield
City of ~~Amherst~~, Texas

Lamb County, Texas

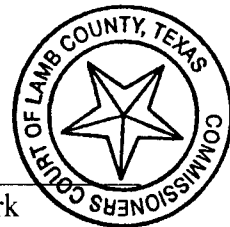
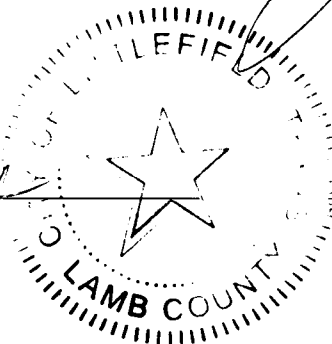
Eric Turpen
Eric Turpen, Mayor

James M DeLoach
James M DeLoach, County Judge

ATTEST:

Janice Little
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 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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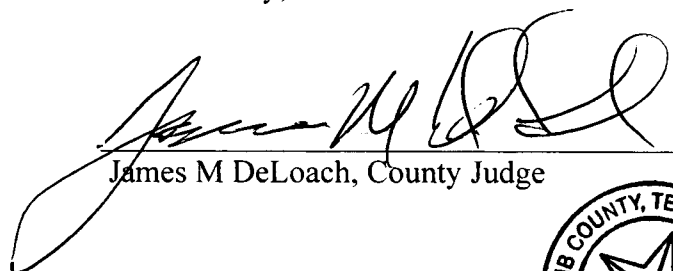
EXECUTED this ____ day of October, 2022.

City of Amherst, Texas

Lamb County, Texas

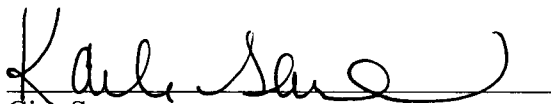


Mark McFadden, Mayor



James M DeLoach, County Judge

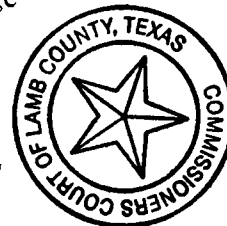
ATTEST:



Karla Sano
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 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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COUNTY OF LAMB §

KNOW ALL MEN BY THESE PRESENTS:

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:

TERM

The term of this agreement shall commence on the 1st day of October, 2022, and shall continue in full force and effect for a period of one (1) 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 COUNTY. CITY shall not be liable for the acts of its employees or volunteers in fighting fires outside 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 limits if, in the opinion of the Fire Chief of CITY, adequate assistance is available from sources nearer the fire than 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 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, for each call it responds to pursuant to this agreement, make or cause to be made a report to COUNTY in a format approved by the County Judge. CITY shall use only the form provided by the County Judge's Office. Each report shall be fully completed and shall accurately document each call for which CITY seeks payment.

CITY shall forward each completed report to the County Judge within thirty (30) days after the completion of each call. COUNTY is not obligated to pay for calls CITY reports ninety (90) days or later after completion of the call.

COMPENSATION & BILLING

COUNTY agrees to pay CITY according to the following schedule. 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 timely reported to the County Judge for the preceding month.

Should CITY respond to a call which does not fall squarely into one of the following categories, CITY shall complete the County Judge's report, fully documenting the event and call, providing justification for the requested payment. COUNTY will then review the request and pay accordingly.

The measure of CITY's length of time served on each call will be taken from the time CITY is paged to the call, until the time CITY returns to service.

If at any time disagreement arises between CITY and COUNTY related to CITY's request for payment, a committee shall be formed, made up of the county Fire Chiefs to review the call and make a recommendation to COUNTY. The Lamb County Commissioners Court will serve as the final arbiter if an agreement cannot be reached.

2022 FIRE DEPARTMENT PAY SCHEDULE

Effective October 1, 2022, COUNTY will pay for calls of the following nature which occur outside city limits, on the following schedule/rate:

1. MVC with no extrication. CITY is standby only, if/when CITY is requested by EMS or Law Enforcement to assist on scene. CITY clears the scene shortly after EMS, or after there is no longer a danger of fire. COUNTY will pay CITY \$400 for each call.
2. Small grass fire or ROW fire. CITY is on scene for less than one (1) hour. COUNTY will pay \$600 for each call.
3. Fire with a scene time from 1-4 hours. This could be a multi-department fire, and each department will be paid according to time on scene. If CITY is on scene less than one (1) hour, COUNTY will pay \$600 for each call. If CITY is on scene between one (1) and four (4) hours, COUNTY will pay \$800 for each call.
4. MVC with the use of specialty tools. ("Specialty tools" includes but is not limited to: jaws, air bags, fire suppression, etc.) CITY is on scene for less than one (1) hour. COUNTY will pay \$800 for each call.
5. Large Multi Department fires with more than four (4) hours on scene. Each department will be paid according to time on scene. If on scene over four (4) hours, CITY will be paid \$1000 for each call. If on scene for less than four (4) hours, CITY will be paid \$800 for each call. If on scene less than an hour, CITY will be paid \$600 for each call.

If other county resources are required on a call, CITY will request appropriate resources from the County Commissioner or their staff.

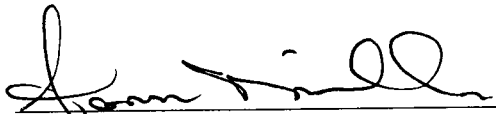
MISCELLANEOUS

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.

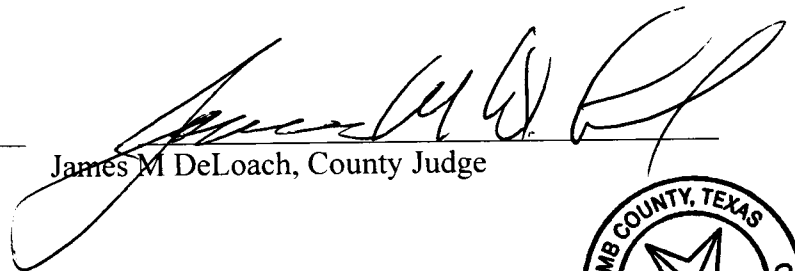
EXECUTED this ____ day of October, 2022.

City of Amherst, Texas

Lamb County, Texas



Sam Miller, Mayor




James M DeLoach, County Judge

ATTEST:



City Secretary



Tonya Ritchie, Lamb County Clerk

