# INTERLOCAL AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed on the 1<sup>st</sup> day of October, 2023, by and between the COUNTY OF LAMB, acting through its County Judge, James M. DeLoach (hereinafter called "Lamb County"), and the CITY OF AMHERST TEXAS, EMERGENCY MEDICAL SERVICE, acting by and through its Director of Emergency Medical Service, Mickey Brantley (hereinafter called "Amherst"), on the following terms and conditions:

### Statement

It is the desire of Lamb County and Amherst to cooperate in providing ambulance and emergency medical services for Amherst and surrounding areas, for the general well-being and welfare of the citizens of Amherst, as well as the citizens of Lamb County.

In order to ensure provision of such services, and per the terms of this Agreement, Lamb County will provide a one-time payment as a subsidy to Amherst Emergency Medical Services ("EMS") to ensure provision of ambulance and emergency medical services.

It is the desire and express intent of Lamb County that all funds provided per the terms of this Agreement are to be allotted to Amherst's Emergency Medical Services Program, and shall not wholly replace, but supplement Amherst's financial support of that Program.

It is the desire and express intent of Lamb County and Amherst, that by entering this Agreement, all previous/prior Interlocal Agreements, Contracts, and Agreements are superseded and replaced.

#### Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising or otherwise conducting the emergency ambulance service shall be the sole responsibility of Amherst.
- To assist in the payment of such services, Lamb County shall pay, in addition to any other payments made by Amherst to the Amherst EMS Program, for the express purpose of assisting Amherst EMS in making major purchases for the Program and employing and training EMS workers to take ambulance calls during the daytime and weekday hours, the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) upon the execution of this Agreement, which shall be used during a twelve (12) month period commencing the 1st day of October 2023, and ending the 30th day of September, 2024. Such payment of \$35,000.00 is in addition to all other payments provided by Lamb County to Amherst, and is not in lieu thereof.
- (3) Amherst will be solely responsible for paying the entirety of the employer's share of any taxes due for Amherst EMS employees, in addition to all other benefits, if any apply, for EMS employees.
- (4) Amherst will provide annual written documentation to Lamb County, establishing that the \$35,000.00 was spent on equipment used by, and/or wages paid to, certified EMS worker(s) employed during the daytime and weekday hours.

Amherst must provide said written documentation of its annual expenditures from the \$35,000.000 to the County Judge, no later than September 30<sup>th</sup>, 20<u>24</u>.

If for any reason the entire amount of \$35,000.00 is not expended each year, Amherst will retain the unused portion of such \$35,000.00 for future expenditures on necessary EMS equipment and services, to include the purchase of an ambulance vehicle.

- (5) Amherst 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.
- (6) 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.
- (7) 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 an Amherst insurance carrier/provider has not already provided coverage for any such losses, the party contracting with Amherst, or Amherst 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 Amherst.
- (8) 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 6<sup>th</sup> Dr. Littlefield, Texas 79339 Director of Amherst EMS P.O. Box 560 Amherst, Texas 79312

SIGNED and entered this, the 13th day of December, 2023

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LAMB COUNTY, TEXAS

James M DeLoach, County Judge

CITY OF AMHERST, TEXAS EMS

Mickey Brantley, Director

## **INTERLOCAL AGREEMENT CONCERNING AMBULANCE SERVICE**

THIS AGREEMENT is made and executed on the 1<sup>st</sup> day of October, 2023, by and between the COUNTY OF LAMB, acting through its County Judge, James M. DeLoach (hereinafter called "Lamb County"), and the CITY OF EARTH, TEXAS, EMERGENCY MEDICAL SERVICE, acting by and through its Director of Emergency Medical Service, Jimmy Brooks (hereinafter called "Earth"), on the following terms and conditions:

#### Statement

It is the desire of Lamb County and Earth to cooperate in providing ambulance and emergency medical services for Earth and surrounding areas, for the general well-being and welfare of the citizens of Earth, as well as the citizens of Lamb County.

In order to ensure provision of such services, and per the terms of this Agreement, Lamb County will provide a one-time payment as a subsidy to Earth Emergency Medical Services ("EMS") to ensure provision of ambulance and emergency medical services.

It is the desire and express intent of Lamb County that all funds provided per the terms of this Agreement are to be allotted to Earth's Emergency Medical Services Program, and shall not wholly replace, but supplement Earth's financial support of that Program.

It is the desire and express intent of Lamb County and Earth, that by entering this Agreement, all previous/prior Interlocal Agreements. Contracts, and Agreements are superseded and replaced.

### Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising or otherwise conducting the emergency ambulance service shall be the sole responsibility of Earth.
- To assist in the payment of such services, Lamb County shall pay, in addition to any other payments made by Earth to the Earth EMS Program, for the express purpose of assisting Earth EMS in making major purchases for the Program and employing and training EMS workers to take ambulance calls during the daytime and weekday hours, the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) upon the execution of this Agreement, which shall be used during a twelve (12) month period commencing the 1st day of October 2023, and ending the 30th day of September, 2024. Such payment of \$35,000.00 is in addition to all other payments provided by Lamb County to Earth, and is not in lieu thereof.
- (3) Earth will be solely responsible for paying the entirety of the employer's share of any taxes due for Earth EMS employees, in addition to all other benefits, if any apply, for EMS employees.
- (4) Earth will provide annual written documentation to Lamb County, establishing that the \$35,000.00 was spent on equipment used by, and/or wages paid to, certified EMS worker(s) employed during the daytime and weekday hours.

Earth must provide said written documentation of its annual expenditures from the \$35,000.000 to the County Judge, no later than September 30<sup>th</sup>, 2024.

If for any reason the entire amount of \$35,000.00 is not expended each year, Earth will retain the unused portion of such \$35,000.00 for future expenditures on necessary EMS equipment and services, to include the purchase of an ambulance vehicle.

- (5) Earth 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.
- (6) 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.
- (7) 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 Earth insurance carrier/provider has not already provided coverage for any such losses, the party contracting with Earth, or Earth 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 Earth.
- (8) 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 6<sup>th</sup> Dr. Littlefield, Texas 79339

Director of Earth EMS P.O. Box 10 Earth, Texas 79031

SIGNED and entered this, the Z/st day of Documber . 2023.

LAMB COUNTY, TEXAS

CITY OF EARTH, TEXAS EMS

James M DeLoach, County Judge

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## **INTERLOCAL AGREEMENT CONCERNING AMBULANCE SERVICE**

THIS AGREEMENT is made and executed on the 1<sup>st</sup> day of October, 2023, by and between the COUNTY OF LAMB, acting through its County Judge, James M. DeLoach (hereinafter called "Lamb County"), and the CITY OF OLTON, TEXAS, EMERGENCY MEDICAL SERVICE, acting by and through its Director Jimmy Brooks (hereinafter called "Olton"), on the following terms and conditions:

#### Statement

It is the desire of Lamb County and Olton to cooperate in providing ambulance and emergency medical services for Olton and surrounding areas, for the general well-being and welfare of the citizens of Olton, as well as the citizens of Lamb County.

In order to ensure provision of such services, and per the terms of this Agreement, Lamb County will provide a one-time payment as a subsidy to Olton Emergency Medical Services ("EMS") to ensure provision of ambulance and emergency medical services.

It is the desire and express intent of Lamb County that all funds provided per the terms of this Agreement are to be allotted to Olton's Emergency Medical Services Program, and shall not wholly replace, but supplement Olton's financial support of that Program.

It is the desire and express intent of Lamb County and Olton, that by entering this Agreement, all previous/prior Interlocal Agreements, Contracts, and Agreements are superseded and replaced.

### Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising or otherwise conducting the emergency ambulance service shall be the sole responsibility of Olton.
- (2) To assist in the payment of such services, Lamb County shall pay, in addition to any other payments made by Olton to the Olton EMS Program, for the express purpose of assisting Olton EMS in making major purchases for the Program and employing and training EMS workers to take ambulance calls during the daytime and weekday hours, the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) upon the execution of this Agreement, which shall be used during a twelve (12) month period commencing the 1st day of October 2023, and ending the 30th day of September, 2024. Such payment of \$35,000.00 is in addition to all other payments provided by Lamb County to Olton, and is not in lieu thereof.
- (3) Olton will be solely responsible for paying the entirety of the employer's share of any taxes due for Olton EMS employees, in addition to all other benefits, if any apply, for EMS employees.
- (4) Olton will provide annual written documentation to Lamb County, establishing that the \$35,000.00 was spent on equipment used by, and/or wages paid to, certified EMS worker(s) employed during the daytime and weekday hours.

Olton must provide said written documentation of its annual expenditures from the \$35,000.000 to the County Judge, no later than September 30<sup>th</sup>, 20<u>24</u>.

If for any reason the entire amount of \$35,000.00 is not expended each year, Olton will retain the unused portion of such \$35,000.00 for future expenditures on necessary EMS equipment and services, to include the purchase of an ambulance vehicle.

- (5) Olton 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.
- (6) 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.
- (7) 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 Olton insurance carrier/provider has not already provided coverage for any such losses, the party contracting with Olton, or Olton 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 Olton.
- (8) 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 6<sup>th</sup> Dr. Littlefield, Texas 79339 P.O. Box 1087 Olton, Texas 79064

SIGNED and entered this, the 12 day of December 20 23

LAMB COUNTY, TEXAS

Bv:

CITY OF OLTON, TEXAS EMS

James M DeLoach, County Judge

Jimmy Brooks, Director

## **INTERLOCAL AGREEMENT CONCERNING AMBULANCE SERVICE**

### Statement

It is the desire of Lamb County and Littlefield to cooperate in providing ambulance and emergency medical services for Littlefield and surrounding areas, for the general well-being and welfare of the citizens of Littlefield, as well as the citizens of Lamb County.

In order to ensure provision of such services, and per the terms of this Agreement, Lamb County will provide a one-time payment as a subsidy to Littlefield Emergency Medical Services ("EMS") to ensure provision of ambulance and emergency medical services.

It is the desire and express intent of Lamb County that all funds provided per the terms of this Agreement are to be allotted to Littlefield's Emergency Medical Services Program, and shall not supplant, replace, or supersede the City of Littlefield's financial support of the EMS Program, but support it.

It is the desire and express intent of Lamb County and Littlefield, that by entering this Agreement, all previous/prior Interlocal Agreements, Contracts, and Agreements are superseded and replaced.

#### Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising or otherwise conducting the emergency ambulance service shall be the sole responsibility of Littlefield.
- (2) To assist in the provision of such services, Lamb County shall pay, in addition to any other payments made by Littlefield to the Littlefield EMS Program, for the express purpose of assisting Littlefield EMS in making major purchases for Littlefield EMS's Fleet Management Program, the sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) upon the execution of this Agreement, which shall be used during a twelve (12) month period commencing the 1st day of November 2023, and ending the 31st day of October, 2024. Such payment of \$110,000.00 is in addition to all other payments provided by Lamb County to Littlefield, and is not in lieu thereof.
- (3) Littlefield will provide annual written documentation to Lamb County, establishing that the \$110,000.00 was spent and managed per the terms of this Agreement; said written documentation of its annual expenditures from the \$110,000.000 will be provided to the County Judge no later than September 30<sup>th</sup>, 2024.

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 6<sup>th</sup> Dr. Littlefield, Texas 79339

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

SIGNED and entered this, the 1, day of Daniel , 20 23.

LAMB COUNTY, TEXAS

James M DeLoach, County Jud

CITY OF LITTLEFIELD, TEXAS

Eric Turpen, Mayor

## INTERLOCAL AGREEMENT CONCERNING AMBULANCE SERVICE

THIS AGREEMENT is made and executed on the 1<sup>st</sup> day of October, 2023, by and between the **COUNTY OF LAMB**, acting through its County Judge, James M. DeLoach (hereinafter called "Lamb County"), and the **CITY OF SUDAN, TEXAS, EMERGENCY MEDICAL SERVICE**, acting by and through its Director of Emergency Medical Service, Mike Hill (hereinafter called "Sudan"), on the following terms and conditions:

### **Statement**

It is the desire of Lamb County and Sudan to cooperate in providing ambulance and emergency medical services for Sudan and surrounding areas, for the general well-being and welfare of the citizens of Sudan, as well as the citizens of Lamb County.

In order to ensure provision of such services, and per the terms of this Agreement, Lamb County will provide a one-time payment as a subsidy to Sudan Emergency Medical Services ("EMS") to ensure provision of ambulance and emergency medical services.

It is the desire and express intent of Lamb County that all funds provided per the terms of this Agreement are to be allotted to Sudan's Emergency Medical Services Program, and shall not wholly replace, but supplement Sudan's financial support of that Program.

It is the desire and express intent of Lamb County and Sudan, that by entering this Agreement, all previous/prior Interlocal Agreements, Contracts, and Agreements are superseded and replaced.

### Terms and Conditions

- (1) The responsibility for operating, contracting, maintaining, supervising or otherwise conducting the emergency ambulance service shall be the sole responsibility of Sudan.
- (2) To assist in the payment of such services, Lamb County shall pay, in addition to any other payments made by Sudan to the Sudan EMS Program, for the express purpose of assisting Sudan EMS in making major purchases for the Program and employing and training EMS workers to take ambulance calls during the daytime and weekday hours, the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) upon the execution of this Agreement, which shall be used during a twelve (12) month period commencing the 1st day of October 2023, and ending the 30th day of September, 2024. Such payment of \$35,000.00 is in addition to all other payments provided by Lamb County to Sudan, and is not in lieu thereof.
- (3) Sudan will be solely responsible for paying the entirety of the employer's share of any taxes due for Sudan EMS employees, in addition to all other benefits, if any apply, for EMS employees.
- (4) Sudan will provide annual written documentation to Lamb County, establishing that the \$35,000.00 was spent on equipment used by, and/or wages paid to, certified EMS worker(s) employed during the daytime and weekday hours.

Sudan must provide said written documentation of its annual expenditures from the \$35,000,000 to the County Judge, no later than September 30<sup>th</sup>, 20<u>24</u>.

If for any reason the entire amount of \$35,000.00 is not expended each year, Sudan will retain the unused portion of such \$35,000.00 for future expenditures on necessary EMS equipment and services, to include the purchase of an ambulance vehicle.

- (5) Sudan 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.
- (6) 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.
- (7) 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 Sudan insurance carrier/provider has not already provided coverage for any such losses, the party contracting with Sudan, or Sudan 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 Sudan.
- (8) 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 6<sup>th</sup> Dr. Littlefield, Texas 79339 Director of Sudan EMS P.O. Box 59 Sudan, Texas 79371

SIGNED and entered this, the 1st day of Donouge , 20 = 5

LAMB COUNTY, TEXAS

By: James M DeLoach, County Judge

CITY OF SUDAN, TEXAS EMS

Mile Hill Dissertes

Mike Hill, Director

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, 2023, 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.

### 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.

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Effective October 1, 2023, 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. <u>Large Multi Department fires with more than four (4) hours on scene</u>. 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, 2023.

Clinton Sawyer, Mayor

ATTEST:

Lamb County, Texas

Lamb County, Texas

James M DeLoach, County Judge

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, 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:

## **TERM**

The term of this agreement shall commence on the 1st day of October, 2023, 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.

### **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.

Effective October 1, 2023, 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. <u>Large Multi Department fires with more than four (4) hours on scene</u>. 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 4 th day of Neverber 2023.

City of Earth, Texas

Lamb County, Texas

Guillarma Flores 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, 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:

### **TERM**

The term of this agreement shall commence on the 1st day of October, 2023, 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.

### 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.

Effective October 1, 2023, 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. <u>Small grass fire or ROW fire</u>. 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. <u>Large Multi Department fires with more than four (4) hours on scene</u>. 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, 2023.

City of Olton, Texas

Lamb County, Texas

McFadden, Mayor

ATTEST:

Tonya Ritchie, Lamb County Clerk

James M DeLoach, County Judge

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, 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:

## **TERM**

The term of this agreement shall commence on the 1st day of October, 2023, 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.

## **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.

Effective October 1, 2023, 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.
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- 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.
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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, 2023.

City of Littlefield, Texas

Lamb County, Texas

Turpen, Mayor

James M DeLoach, County Judge

ONERS

ATTEST:

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, 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:

## **TERM**

The term of this agreement shall commence on the 1st day of October, 2023, 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.

## 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.

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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.

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Effective October 1, 2023, COUNTY will pay for calls of the following nature which occur outside city limits, on the following schedule/rate:

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City of Springlake, Texas

Lamb County, Texas

JATEWN CONNER, May

ATTEST:

James M DeLoach, County Judge

City Secretary

Tonya Ritchie, Lamb County Clerk

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMB

8

This Inter-Local Agreement entered into between the CITY OF SUDAN ("CITY"), acting by and through its duly authorized Mayor, MICHAELWILLIAMSON; 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, 2023, 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.

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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**

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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 16th day of October, 2023.

City of Sudan, Texas

Lamb County, Texas

Michael Williamson, Mayor

Mechele Edwards
Cityl Secretary

ATTEST:

Tonya Ritchie, Lamb County Clerk

James M DeLoach, County Judge