

**STATE OF TEXAS**

**COUNTY OF BEXAR**

**EMERGENCY RESPONSE INTERLOCAL COOPERATION CONTRACT**

The City of San Antonio (hereinafter, "COSA"), a home-rule municipality in Bexar County, Texas, and the City of Hill Country Village (hereinafter, "HCV"), a Texas Municipal Corporation, enter this agreement acting through their Mayor or City Manager pursuant to ordinance adopted by their City Councils, under authority of the Interlocal Cooperation Act, Chapter 791.

**WHEREAS**, HCV is located outside the city limits of COSA; and

**WHEREAS**, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services and provide fire protection and associated services to protect public health; and

**NOW THEREFORE**, in consideration of the terms contained in this Agreement, COSA and HCV, through their respective governing bodies, agree as follows:

**SECTION 1. SERVICES**

**1.01 Services Provided.** COSA agrees to provide emergency response to events occurring within HCV that require fire fighting, arson investigation, heavy rescue, HAZMAT and EMS services ("Services") in the same manner and to the same extent as if the event were located within the city limits of COSA, except as limited by the provisions of this Agreement. COSA shall provide these Services beginning on October 1, 2023, and ending September 30, 2033, unless terminated earlier pursuant to the provisions of this Agreement.

**1.02 EMS Service.** HCV understands that COSA does not normally provide emergency medical services ("EMS") to areas outside of COSA. Calls for services shall be made through the San Antonio Fire Department emergency dispatch system. The HCV Police Department will be notified by COSA upon dispatch of every incident within their jurisdiction.

## **SECTION 2. FEES**

**2.01 Annual Fee.** HCV shall pay COSA a basic emergency response service fee of \$272,950 for FY 2024 for Services provided herein, with the exception of HazMat and EMS services as provided below under sections 2.02 and 2.03. Thereafter HCV shall annually pay the previous fiscal year amount plus a percentage increase, not to exceed 3%. The determined percentage increase will be the same percentage difference between the most recent adopted SAFD operating budget and the previous fiscal year's adopted budget, not to exceed 3%. In the event the most recent SAFD operating budget has a percentage decrease from the previous fiscal year, the percentage increase for that year will be 0%. COSA shall invoice HCV for one half of the annual service fee on October 1 of each year this Agreement is in effect and one half of the annual service fee on April 1 each year.

**2.02 HAZMAT Fees.** This annual fee shall not include the response fee(s) required for hazardous materials (HAZMAT) incidents, as such fee(s) are established in COSA Ordinances No. 72267 and 76469, and as amended, which shall be in addition to the annual fees under this Agreement and billed to the responsible party receiving said services.

**2.03 EMS Medical Service Fees.** This annual fee shall not include the fee(s) required for emergency medical services provided on individual calls for service at the HCV. Such fee(s) are established annually in COSA's Budget Ordinance and shall be in addition to the annual fees under this Agreement and billed to the individual receiving the Medical Service, not to HCV.

**2.04 Source of Funds.** Any party paying for performance of governmental functions or services must make those payments from current revenues available to the paying party.

## **SECTION 3. FIRE CODES**

**3.01 Fire Codes.** HCV has adopted the 2015 International Fire Code with local amendments and has adopted additional ordinances related to fire prevention.

## **SECTION 4. RESPONSE**

**4.01 Response Time.** HCV is aware of the locations of adjacent Fire Stations and has an understanding of the anticipated response time and finds the anticipated response time acceptable.

**4.02 Fire Command.** It is further agreed by HCV that when any building or structure within HCV is on fire or may be deemed to be hazardous and likely to take fire or communicate the fire to other buildings, COSA, through its Fire Chief or designated representative, may do whatever may be deemed necessary by him for the safety and protection of property and citizens when controlling a fire.

## **SECTION 5. TERMINATION**

**5.01 Termination for Non-payment.** This Agreement may be terminated by COSA for HCV non-payment of the nondisputed portion of any fees billed by COSA under this Agreement provided HCV is notified of such delinquency and fails to make payment within thirty (30) days following such written notice to HCV.

**5.02 Failure to Perform.** If HCV fails to perform any term contained in this Agreement and the failure continues for a period of thirty (30) days after HCV's receipt of written notice from COSA of the failure, COSA shall have the right to terminate this Agreement. If COSA fails to perform any term contained in this Agreement and the failure continues for a period of thirty (30) days after COSA's receipt of written notice from HCV of the failure, HCV shall have the right to terminate this Agreement.

**5.03 Termination by Agreement.** COSA and HCV may agree to an early termination of this Agreement with notice 18 months prior to termination, but any such agreed early termination must be approved by the City Council of each party, be in writing, and be signed by an authorized representative of each party.

## **SECTION 6. LIABILITY AND VENUE**

**6.01 Liability.** Each party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, directors, representatives, employees, consultants, or subcontractors.

**6.02 Comparative Liability.** In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and Federal law and without waiving any defenses of the parties under Texas and Federal law.

**6.03 Tort Claims Act.** Each party acknowledges that the other party is a political subdivision of the State of Texas and is subject to and complies with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

**6.04 Notice of Claims.** Each party shall promptly advise the other party in writing of any claim or demand against it or known to it related to or arising out of actions or omissions under this Interlocal Cooperation Contract and shall see to the investigation of and defense of such claim or demand at its expense. The other party shall have the right, at its option and at its own expense, to participate in such defense without relieving the advising party of any of its obligations under this paragraph.

**6.05 Duty to Defend.** Each party further agrees to defend, at its own expense, and on behalf of itself and the other party, any claim or litigation brought against it in connection with any such injury, death, or damage caused solely through the negligent or other wrongful conduct of either party. In addition, it is agreed by HCV that COSA shall not be responsible nor will be required to replace or repair any such damage sustained by any building and its contents as the result of performance of Services under this Agreement.

**6.06 Limit of Liability.** COSA will use due diligence in providing fire protection, fire fighting and EMS services to the HCV. COSA, however, does not in any way assume to act as an insurer of any Property covered under this Agreement or to pay for any damage that may occur as a result of fire, water, or explosion. Nor does COSA assume any obligation under the terms of this Agreement to construct additional fire stations, purchase additional fire-fighting equipment, or hire additional manpower for the protection of HCV. Rather, HCV understands that it is not entitled to any greater protection than residents located within COSA and that COSA will not be held liable for any additional time required to respond to a fire alarm because the premises and structures in HCV are located outside the corporate limits of COSA.

**6.07 Venue for Suit.** This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas and all obligations of the parties are performable in Bexar County, Texas.

## **SECTION 7. ASSIGNMENT**

**7.01 Assignment of Rights.** Rights to receive Services under this Agreement are not transferable or assignable by HCV without the prior written consent of COSA. Failure by HCV to obtain written consent of COSA before assigning any rights under this Contract shall result in automatic termination of the Agreement, and COSA shall have no further duty to perform or other liability. COSA hereby agrees not to unreasonably withhold consent to the transfer or assignment of rights under this Agreement by HCV.

## **SECTION 8. SEVERABILITY**

**8.01 Severability.** If any provision of this Agreement is held invalid or unenforceable under federal, state or local laws, such as the City Charter, City Code, or ordinances of COSA or ordinances of HCV, then, and in that event, it is the intention of the parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

## **SECTION 9. NOTICE**

**9.01 Notice Requirements.** Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (a) delivered in person to the address set forth herein below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (c) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address hereinafter specified.

**9.02 Notice by Mail.** Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service as applicable; all other notices shall be effective upon receipt. From time to time, either party may designate another address for all purposes under this Agreement by giving the other party no less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

If to COSA:

City of San Antonio  
Attn: City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

With a copy to: Charles N. Hood, Fire Chief  
San Antonio Fire Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If to Hill County Village: Mayor of Hill Country Village  
116 Aspen Lane  
Hill Country Village, Texas 78232

With a copy to: Frank Morales  
City Administrator  
116 Aspen Lane  
Hill Country Village, Texas 78232

## **SECTION 10. FORCE MAJEURE**

**10.01 Force Majeure.** Neither party to the Agreement shall be required to perform a duty set out in this Agreement so long as that performance is delayed or prevented by acts of God, strikes, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of either party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome.

## **SECTION 11. ENTIRE AGREEMENT BETWEEN PARTIES**

**11.01 Entire Agreement.** This Agreement, together with its authorizing ordinance and exhibits constitutes the final and entire agreement between the parties. It contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties unless made in writing, as provided in 11.02.

**11.02 Amendment Only by Written Agreement.** This Agreement may be amended only by the mutual written agreement of the parties, and any such amendment is subject to subsequent approval by each party's governing body.

**11.03 Parties Bound by Contract.** This Agreement shall bind and benefit the parties to the Agreement and their respective successors and assigns, except as otherwise expressly provided for in this Agreement

## SECTION 12. EFFECTIVE DATE

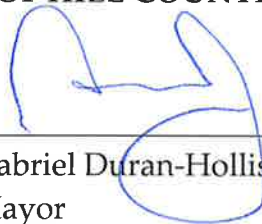
**12.01 Effective Date.** Services shall become effective on October 1, 2023, after being authorized by each party's City Council pursuant to its respective City Ordinance. However, said ordinance shall be of no effect unless HCV has signed and agreed to the provisions of this Agreement.

EXECUTED to be effective this 19 day of January, 2023.

### CITY OF SAN ANTONIO

By: \_\_\_\_\_  
Erik Walsh  
City Manager

### CITY OF HILL COUNTRY VILLAGE

By: \_\_\_\_\_  
Gabriel Duran-Hollis  
Mayor

### APPROVED AS TO FORM:

By: \_\_\_\_\_  
Andy Segovia  
City Attorney