

Northeast Fire Department Association (NEFDA) Interlocal Agreement

The State of Texas

Tarrant County

This agreement is made and entered into by and between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD#1, Watauga, and Westlake, herein referred to as "Parties". This group of cities is also known as the Northeast Fire Department Association.

The Parties desire to enter into an agreement for the replacement of jointly-used emergency response equipment.

Now therefore, that it is agreed that in consideration of the mutual covenants, agreements and benefits to all Parties it is hereby agreed as follows:

I.

Capital Replacement Funding Procedures

The Northeast Fire Department Association (NEFDA) has purchased over \$2.8 million in capital equipment through grant programs and its operating budget since its inception. In order to assure that major equipment can be replaced in future years, a Capital Replacement Fund will be established, and all funds will be deposited in a depository account managed by the City of Hurst. Each participating entity will be responsible for making annual contributions to the Capital Replacement Fund based on a schedule approved by the NEFDA Board and participating cities/agencies. The administration of the Capital Replacement Fund will be the responsibility of the NEFDA Board of Directors and the City Managers of Hurst, Euless and North Richland Hills and Haltom City (representing the participating cities/agencies). A listing of all Major Capital purchases over \$15,000 will be detailed in a replacement schedule showing the replacement amount and the year that the equipment is scheduled for replacement.

The Capital Replacement Program will be updated annually by the NEFDA Board and its members. The NEFDA Board and City Manager/District Manager representatives will meet annually, in March, prior to the budget year to approve the Capital Replacement Program and to determine the Capital Replacement funding schedule. The Capital Replacement Schedule may be adjusted as new equipment is received or as old equipment is retired. The replacement and funding schedules will be reviewed by all participating cities/agencies at an annual meeting that will be held in April, prior to the plans implementation on October 1st of the new fiscal year. All operational funds will be governed by the NEFDA Board of Directors. All year-end undesignated operational budget surpluses will be transferred to the Capital Fund by October 1st. At any time if a Federal Audit is required of Grant Funds, NEFDA will reimburse the cities/agencies for any audit expenses. Disbursements from the fund will be approved by the NEFDA Board and the City Manager/District Manager representatives as determined by the approved funding plan.

Each participating city/agency may house and operate specific equipment. If equipment is housed by a participating city/agency they will hold the title to that equipment. Each city/agency that holds title to equipment will be fully responsible for the equipment and will insure the equipment for loss or damage at full replacement value. Any retired equipment will be auctioned with the proceeds being deposited into the Capital Replacement Fund as permitted through grant funding procedures. Auctioned equipment will go through the public auction process as determined by State Law and by the entity that has responsibility for the equipment.

II.

Term of Agreement / Consideration

2.01 Term. The terms of the agreement shall become effective upon approval by the governing body for each respective Party hereto and shall remain in effect for an initial term of one (1) year commencing upon the date of each Party's signature below, which term shall renew automatically annually upon the anniversary date of this agreement unless earlier terminated by a Party as provided herein. If a Party desires to opt out, the Party must give a 90 day notice of such intent. If a Party opts out, the agreement remains intact for the rest of the Parties. Adding Parties to the agreement will not affect the terms of the agreement.

2.02 Consideration. The Parties agree that sufficient consideration for this agreement exists and is found in the cross promises set forth above and other good and valuable consideration. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this agreement. Each cities/agencies payment is identified in Exhibit A of this agreement.

III.

Amendments

This agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. The Amendment will not be effective to any Party that does not agree.

VI.

Compliance with All Applicable Laws

The Parties shall observe and comply with all Federal, State, local laws, rules, ordinances, and regulations affecting the conduct or services provided and their performance of all obligations undertaken by this Agreement.

V.

Legal Considerations

All local, State and Federal Laws shall supersede any provisions made in this agreement. Any provision so effected will not negate the rest of the agreement. In case any one or more of the

provisions contained in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein. This agreement is performable in Tarrant County, Texas, and venue for any proceeding under this agreement shall be in Tarrant County, Texas. This agreement shall become binding and effective as to each individual Party upon signature by an authorized representative of such individual Party.

VI.

Liability / Governmental Immunity

All civil liability arising from the furnishing of fire/EMS protection services under this agreement shall be assigned to the party actually providing the equipment, services, and manpower pursuant to Texas Government Code, Section 791.006 (a-1) and the assignment of liability is intended to be different than liability otherwise assigned under Texas Government Code, Section 791.006 (a). Notwithstanding the foregoing, the fact that parties hereto accept certain responsibilities relating to the rendering of Fire Protection and Emergency Medical Services under this agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. No Party hereto waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

VII.

Insurance

Each Party shall provide liability insurance to cover the operation of the equipment housed by that Party, and the acts and omissions or of its respective officers, employees, and agents' obligations under this agreement. A Party may use a program of self-insurance to provide all or part of such liability insurance, but if so, such party shall provide the details of such insurance to the other Parties upon request.

VIII.

Non-Waiver

All rights, remedies and privileges permitted or available to any Party under this agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by any party in the enforcement of any such right, remedy or privilege against any other Party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by any party under this agreement shall not result in a forfeiture of any rights, remedies, or privileges under this agreement by such defaulting Party.

Exhibit A

City	City Populatio n	Operation Dues			Capital Replacement Dues			Total NEFDA Fee
		Base Fee	Pop. Fee	Total	Base Fee	Pop. Fee	Total	
Bedford	47,310	\$4,500	\$3,321	\$7,821	\$5,000	\$13,010	\$18,010	\$25,831
Colleyville	23,270	\$4,500	\$1,634	\$6,134	\$5,000	\$6,399	\$11,399	\$17,533
Eules	51,570	\$4,500	\$3,620	\$8,120	\$5,000	\$14,182	\$19,182	\$27,302
Grapevine	47,070	\$4,500	\$3,304	\$7,804	\$5,000	\$12,944	\$17,944	\$25,749
Haltom City	42,190	\$4,500	\$2,962	\$7,462	\$5,000	\$11,602	\$16,602	\$24,064
Hurst	37,460	\$4,500	\$2,630	\$7,130	\$5,000	\$10,302	\$15,302	\$22,431
Keller	41,090	\$4,500	\$2,885	\$7,385	\$5,000	\$11,300	\$16,300	\$23,684
NRH	64,240	\$4,500	\$4,510	\$9,010	\$5,000	\$17,666	\$22,666	\$31,676
Richland Hills	7,870	\$4,500	\$552	\$5,052	\$5,000	\$2,164	\$7,164	\$12,217
Roanoke	6,470	\$4,500	\$454	\$4,954	\$5,000	\$1,779	\$6,779	\$11,733
Southlake	27,080	\$4,500	\$1,901	\$6,401	\$5,000	\$7,447	\$12,447	\$18,848
Trophy Club	9,400	\$4,500	\$660	\$5,160	\$5,000	\$2,585	\$7,585	\$12,745
Watauga	23,500	\$4,500	\$1,650	\$6,150	\$5,000	\$6,463	\$11,463	\$17,612
Westlake	1,040	\$4,500	\$73	\$4,573	\$5,000	\$286	\$5,286	\$9,859
Total	429,560	\$63,000	\$30,155	\$93,155	\$70,000	\$118,129	\$188,129	\$281,284

Base Fee	Pop Fee	Base Fee	Pop fee
	\$0.070		
\$4,500	2	\$5,000	\$0.2750

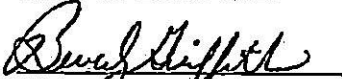
IX.
Signature Authority

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto and each Party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

X.
No Third-Party Beneficiaries

By entering into this agreement, the Parties do not create any obligations express or implied, other than those set forth herein. This agreement shall not create any rights in any Parties not signatory hereto.

CITY OF BEDFORD


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney


CITY OF GRAPEVINE


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

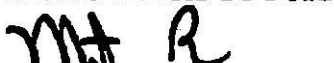
CITY OF COLLEYVILLE


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney


CITY OF HALTOM CITY


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

CITY OF EULESS


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


Asst. City Attorney

CITY OF KELLER


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

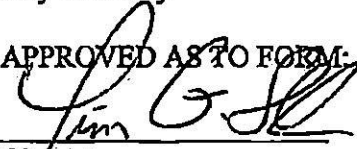
CITY OF RICHLAND HILLS


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

CITY OF HURST


City Manager

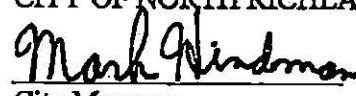
ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

CITY OF NORTH RICHLAND HILLS


City Manager

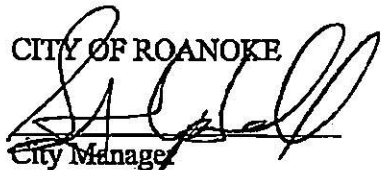
ATTEST:


Asst. City Secretary

APPROVED AS TO FORM:


City Attorney

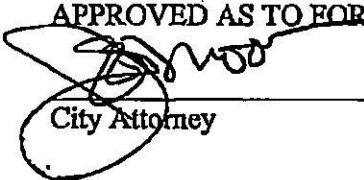
CITY OF ROANOKE


City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

CITY OF SOUTHLAKE

Shanagh Weston
City Manager

ATTEST:

Olivia Kilpatrick
City Secretary

APPROVED AS TO FORM:

Clark B. Daniel
City Attorney



CITY OF WATAGUA

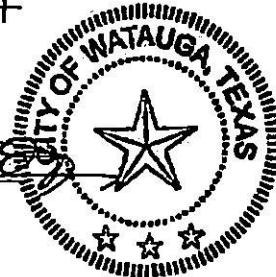
Robert Garcia
City Mayor

ATTEST:

Al R. R.
City Secretary

APPROVED AS TO FORM:

Clark B. Daniel
City Attorney



TROPHY CLUB MUD#1

Samuel Wright
District Manager

ATTEST:

K. R. C.
District Secretary

APPROVED AS TO FORM:

Clark B. Daniel
MUD#1 Attorney

CITY OF WESTLAKE

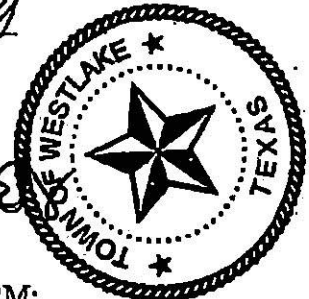
Thomas R. Byrnes
City Manager

ATTEST:

Kelly Dumas
City Secretary

APPROVED AS TO FORM:

Cathy Cunningham
City Attorney



**AMENDMENTS TO THE INTERLOCAL AGREEMENT
BETWEEN THE NORTHEAST FIRE DEPARTMENT ASSOCIATION (NEFDA)
AND THE CITIES OF BEDFORD, COLLEYVILLE, EULESS, GRAPEVINE, HALTOM CITY, HURST, KELLER,
NORTH RICHLAND HILLS, RICHLAND HILLS, ROANOKE, SOUTHLAKE, TROPHY CLUB MUD #1,
WATAUGA, AND WESTLAKE FOR THE EFFICIENT USE OF FIRE EQUIPMENT WHICH WAS ENTERED INTO
ON AUGUST 14, 2014**

Proposed Amendments

The below two Amendments to the original Interlocal Agreement are being recommended to improve the efficiency of replacing jointly-used emergency response equipment. The NEFDA Board and Members recommend adopting these Amendments. The Section on Amendments in the original Agreement reads, "This agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. The Amendment will not be effective to any party that does not agree."

Capital Replacement Fund Procedures

Each participating city/agency will be responsible for making contributions to the Capital Replacement Fund. The contributions will be based on a schedule approved by the NEFDA Board. The funds will be placed in a depository account managed by the NEFDA Board. The NEFDA Board and Members will complete an annual report detailing the status of the Fund and the plan for the purchase and replacement of the jointly-used emergency response equipment. The replacement and funding schedules will be reviewed by the NEFDA Board and its Members at an Annual Meeting. Disbursements from the Fund will be approved by the NEFDA Board and its Members and as determined by the funding plan.

Transfer

The decision as to what equipment is in need of replacement will be made by the NEFDA and its Members. The decision to purchase equipment will be approved by the NEFDA board and its Members. The purchase of the equipment will be made by the NEFDA Board and its Members. Once the equipment is purchased it will be transferred to the appropriate participating city/agency via a transfer. This transfer will allow the equipment to be housed by the city/agency, and titled in the city/agency name. The city/agency will provide loss or damage insurance for the full replacement value of the equipment and properly maintain the equipment. The city/agency will assume all liability of the operation of the equipment. The city/agency and the NEFDA Board and Members will determine when the equipment has reached end of useful life and is ready to be retired. The city/agency will return the equipment to the NEFDA. The NEFDA will dispose of the equipment in the most efficient manner while ensuring fair market value is received. In the event the city/agency in possession of the transferred equipment chooses to discontinue participation in the Agreement, the city/agency will return the equipment to the NEFDA. The NEFDA Board and Members will determine the best course of action for the equipment.

Adopted Amendments June 13, 2019 by NEFDA Board in regular monthly meeting.