

**First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement
(Amended May 28, 2025)**

The State of Texas

Tarrant County

This First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement (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, Watauga, Westlake, and Dallas Fort Worth International Airport Board ("DFW Airport"), herein referred to collectively as "Parties" and individually as a "Party". The Parties to this Agreement are also known as the Northeast Fire Department Association ("NEFDA").

WHEREAS, the Parties previously entered into that Northeast Fire Department Association (NEFDA) Interlocal Agreement dated August 14, 2014, setting forth the duties and obligations of the Parties with respect to the use and replacement of jointly-used emergency response equipment (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended by the 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, these amendments being approved on July 11, 2019; and

WHEREAS, the Parties now desire to enter into this First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement to supersede and take the place of the Original Agreement; and

WHEREAS, the Parties desire to continue to contribute and participate in a capital replacement program for the use and replacement of jointly-used emergency response equipment and to provide other operational and training resources; and

WHEREAS, Dallas Fort Worth International Airport Board intends to participate as a full member in the operations and training resources without participate in the capital replacement program in any manner; and

WHEREAS, the Fire Chief for each of the Parties shall be a member for purposes of the operation of NEFDA (the "Members"); and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all Parties under the terms of this Agreement, it is hereby agreed as follows:

I. Capital Replacement Funding Procedures

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. Each Party, with exception of DFW Airport, 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 the Members, with the exception of DFW Airport, 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 the Members, with the exception of DFW Airport, at an Annual Meeting. Disbursements from the Fund will be approved by the NEFDA Board and the Members, with the exception of DFW Airport, and as determined by the funding plan.

The Capital Replacement Program will be updated annually by the NEFDA Board and the Members, with the exception of DFW Airport. The NEFDA Board 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 the Members at an annual meeting that will be held in April, prior to the plan's implementation of the new fiscal year on October 1st. All operational funds will be governed by the NEFDA Board. At any time if a Federal Audit is required of Grant Funds designated for NEFDA assets, NEFDA will reimburse the Parties for any audit expenses.

The decision as to what equipment needs replacement will be made by the NEFDA Board and the Members, with the exception of DFW Airport. The decision to purchase equipment will be approved by the NEFDA Board and the Members. The purchase of the equipment will be made by the NEFDA Board and the Members. Once the equipment is purchased, it will be transferred to the appropriate Party via a transfer. This transfer will allow the equipment to be housed by the Party, and titled in the Party's name. The Party will provide loss or damage insurance for the full replacement value of the equipment and properly maintain the equipment. The Party will assume all liability of the operation of the equipment. The Party and the NEFDA Board and the Members will determine when the equipment has reached end of useful life and is ready to be retired. The Party 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 Party in possession of the transferred equipment chooses to discontinue participation in the Agreement, the Party will return the equipment to NEFDA. The NEFDA Board and the Members are responsible for determining the best course of action for the equipment.

II. Training Activities

The Parties desire to conduct training activities. Each Party agrees that all training activities will be conducted as follows:

- (1) In accordance with a training agreement as deemed necessary by the host department and executed by each participating Party;
- (2) Training costs will be billed in accordance with the executed agreement;
- (3) Each individual participating in training will be required to sign a waiver of liability document, as deemed necessary by the host department;
- (4) These requirements do not apply to mutual aid training under this Agreement.

III. Term of Agreement / Consideration

2.01 Term. The terms of this 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 written notice of such intent to the NEFDA Board. If a Party opts out, this Agreement remains intact for the remaining Parties. Adding Parties to this Agreement will not affect the terms of this 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 Party's payment is identified in Exhibit A of this Agreement as of the effective date of this Agreement. Payment schedules may be amended by the NEFDA Board with notification of changes to annual capital and operations dues provided to the Members by March 15th of each year.

IV. 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. Any amendment to this Agreement will not be effective as to any Party that does not agree to the amendment.

V.
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.

VI.
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 this 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, or 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.

VII.
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.

VIII.
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.

IX.
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.

X.
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.

XI.
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

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF COLLEYVILLE

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

DALLAS FORT WORTH International Airport

CEO

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

Attorney

CITY OF EULESS

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF GRAPEVINE

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF HALTOM CITY

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF HURST

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF NORTH RICHLAND HILLS

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF RICHLAND HILLS

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF ROANOKE

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF SOUTHLAKE

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

TOWN OF TROPHY CLUB

Town Manager

Date

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

CITY OF WATAUGA

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF WESTLAKE

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A – Effective 5/28/2025

Membership Dues – Operations

City	Population (COG 2024 estimates)	Base Dues	Additional Dues (Based on 1.097 per capita)	Total Dues
Bedford	49,941	\$9,359.00	\$5,478.53	14,837.53
Colleyville	26,639	\$9,359.00	\$2,922.30	12,281.30
DFW	60,000	\$9,359.00	\$6,582.00	15,941.00
Eules	61,555	\$9,359.00	\$6,752.58	16,111.58
Grapevine	52,283	\$9,359.00	\$5,735.45	15,094.45
Haltom City	46,505	\$9,359.00	\$5,101.60	14,460.60
Hurst	40,454	\$9,359.00	\$4,437.80	13,796.80
Keller	47,476	\$9,359.00	\$5,208.12	14,567.12
North Richland Hills	73,062	\$9,359.00	\$8,014.90	17,373.90
Richland Hills	8,678	\$9,359.00	\$951.98	10,310.98
Roanoke	10,127	\$9,359.00	\$1,110.93	10,469.93
Southlake	32,195	\$9,359.00	\$3,531.79	12,890.79
Trophy Club	14,401	\$9,359.00	\$1,579.79	10,938.79
Watauga	23,775	\$9,359.00	\$2,608.12	11,967.12
Westlake	2,006	\$9,359.00	\$220.06	9,579.06
	549,097	\$140,385	\$60,235.94	200,620.94

Membership Dues – Capital

City	Population (COG 2024 estimates)	Base Dues	Additional Dues (Based on .4297 per capita)	Total Dues
Bedford	49,941	\$10,398.00	\$21,459.65	31,857.65
Colleyville	26,639	\$10,398.00	\$11,446.78	21,844.78
Eules	61,555	\$10,398.00	\$26,450.18	36,848.18
Grapevine	52,283	\$10,398.00	\$22,466.01	32,864.01
Haltom City	46,505	\$10,398.00	\$19,983.20	30,381.20
Hurst	40,454	\$10,398.00	\$17,383.08	27,781.08
Keller	47,476	\$10,398.00	\$20,400.44	30,798.44
North Richland Hills	73,062	\$10,398.00	\$31,394.74	41,792.74
Richland Hills	8,678	\$10,398.00	\$3,728.94	14,126.94
Roanoke	10,127	\$10,398.00	\$4,351.57	14,749.57
Southlake	32,195	\$10,398.00	\$13,834.19	24,232.19
Trophy Club	14,401	\$10,398.00	\$6,188.11	16,586.11
Watauga	23,775	\$10,398.00	\$10,216.12	20,614.12
Westlake	2,006	\$10,398.00	\$861.98	11,259.98
	489,097	\$145,572	\$210,164.98	355,736.98