

February 27, 2025
Item No. 8.11.
TAMU and COCS Fire Protection Services ILA

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action and discussion regarding an interlocal agreement with Texas A&M University to provide fire protection services from the College Station Fire Department to the Texas A&M campus.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends approval of the ILA with TAMU.

Summary: The City of College Station has been in discussions with Texas A&M University to revise and update the current 1971 agreement for the provision of fire service by the City of College Station Fire Department to main campus property. This agreement is based on a user-fee model whereby TAMU annual payment is based on the percentage of the College Station Fire Department budget for the percentage of total incident responses to TAMU campus. The financial payment escalates from 60% to 100% by FY28.

Budget & Financial Summary: The increase in revenue has a not-to-exceed provision as follows:

- FY24 - \$750,000
- FY25 - \$1 million
- FY26 - \$1.2 million
- FY27 - \$1.4 million
- FY28 - \$1.5 million

Attachments:

1. TAMU Fire ILA 2025

**INTERLOCAL AGREEMENT FOR
EMERGENCY SERVICES BETWEEN
THE CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by the City of College Station, a Texas Home Rule Municipal Corporation (“College Station or City”), and Texas A&M University, (“TAMU”) a member of The Texas A&M University System, an agency of the State of Texas; and

WHEREAS, College Station and TAMU (“Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into an interlocal agreement for the performance of governmental functions and services including emergency fire and medical services; and

WHEREAS, College Station currently provides Emergency Fire Protection Services to TAMU in the geographic areas defined as Emergency Fire Protection Map; and

WHEREAS, TAMU as a land-grant University in the State of Texas is exempt from local ad valorem taxation, which funds and supports Emergency Fire Protection to the City of College Station; and

WHEREAS, College Station and TAMU are committed to the promotion of the safety and health of the College Station and TAMU within the bounds of fiscal responsibility; and

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

I. DEFINITIONS

- 1.1 Emergency Fire Protection Services** means automatic aid all fire suppression, hazardous materials response and mitigation, and technical rescue services regularly provided by the College Station Fire Department within College Station city limits. Any hazmat consumables used are not covered under the annual payment and are subject to a separate invoice. Emergency Medical Services, fire inspection services, code enforcement and arson investigation are not included in Emergency Fire Protection Services.
- 1.2 Incident** means any emergency on TAMU property as shown in Emergency Fire Protection Map in **Exhibit “A”** generating a response by College Station Fire Department. A single incident may require the response of one or more emergency response apparatus based on College Station’s standard response profile and policy.

II. EMERGENCY SERVICES

- 2.1 Emergency Fire Protection Services.** College Station will provide Emergency Fire Protection Services to all persons, buildings and property within the area shown on the Emergency Fire Protection Map in **Exhibit “A”**.
- 2.2 Emergency Medical Services.** College Station will provide automatic mutual aid Emergency Medical Services to TAMU as shown in **Exhibit “A”** at no direct cost to TAMU. Any person provided Emergency Medical Services is responsible for payment as according to College Station ordinances and policies.

III. PAYMENTS

- 3.1 Payment Methodology.** The payment methodology is a pay-for-service-based model determined by the proportion of College Station Emergency Services utilized on TAMU property. College Station shall provide TAMU with an annual report showing the total number of incidents for the College Station Fire Department and the total number of incidents on TAMU property over the past five rolling years. The five-year average determines the percentage of use of Emergency Fire Protection Services for TAMU. Payment is based on an equal percentage of the College Station Fire Department annual budget as adopted by the College Station City Council as shown in **Exhibit “B”**.
- 3.2 Public Safety Benefit.** College Station acknowledges during the initial and any renewal term of this Agreement it may derive certain public safety benefits from TAMU, the value of which may offset the annual costs stipulated in 3.2 Payment Terms. The Parties agree to negotiate in good faith to determine the annual consideration before any invoice is submitted in accordance with Section 3.3 below. Any change to the consideration must be recorded in an amendment to the Agreement.
- 3.3 Payment Terms.** In consideration for College Station providing TAMU Emergency Fire Protection Services TAMU shall pay College Station the following amounts annually based on the methodology above. This payment structure is implemented gradually with an escalation period with full implementation for full payment by FY 2029:
- 1. FY 2024** responses from October 1, 2023 to September 30, 2024 is 60% of the total payment amount and is not to exceed \$750,000.
 - 2. FY 2025** responses from October 1, 2024 to September 30, 2025 is 70% of the total payment amount and is not to exceed \$1 million.
 - 3. FY 2026** responses from October 1, 2025 to September 30, 2026 is 80% of the total payment amount and is not to exceed \$1.2 million.
 - 4. FY 2027** responses from October 1, 2026 to September 30, 2027 is 90% of the total payment amount and is not to exceed \$1.4 million.

5. **FY 2028** response from October 1, 2027 to September 30, 2028 is at 100% of the total payment amount and is not to exceed \$1.5 million.
 6. **FY 2029 and Future Year** responses from October 1st to September 30th of the year is 100% of the total payment amount.
- 3.4 **Invoice.** College Station will annually invoice TAMU. Payment is due thirty (30) days from the invoice date.

IV. TERM AND TERMINATION

- 4.1 **Term.** The Agreement term begins on October 1, 2023. The initial Agreement Term is five (5) years. This Agreement may be renewed by mutual written agreement for successive five (5) year terms.
- 4.2 **Termination.** A Party may terminate this Agreement without cause and for convenience upon one hundred eighty (180) days' written notice. The payment will be prorated, and a final invoice will be sent before the Agreement terminates. If the Agreement is terminated within the first Agreement term, any renewal term, or without the mutual written consent of College Station, TAMU relocates, alters or eliminates Fire Station 4 which in any way hinders or prevents College Station's ability to respond to emergency calls for service to the City of College Station or the Texas A&M University campus, the difference between the calculated payment and the not to exceed amount will be due upon termination.

V. GENERAL TERMS

- 5.1 **Civil Liability and Indemnity.** College Station and TAMU expressly acknowledge and agree that all activities conducted by College Station constitute or shall be construed as Emergency Fire and Medical Services for which TAMU would have been responsible for furnishing in the absence of this Agreement. TAMU expressly acknowledges and agrees notwithstanding any contrary provisions herein, that it is solely responsible for any civil liability that arises from furnishing of those services in accordance with and pursuant to Texas Government Code §791.006, regardless of whether the services are provided in whole or in part by College Station under this Agreement.
- 5.2 **No Waiver of Immunity.** College Station expressly acknowledges TAMU is an agency of the State of Texas and TAMU acknowledges College Station is a Texas Home Rule Municipal Corporation. Nothing in this Agreement will be construed as a waiver or relinquishment by TAMU or College Station of its right to claim such exemptions, privileges and immunities as may be provided by the Constitution or the laws of the State of Texas.
- 5.3 **Interlocal Cooperation Act.** Each Party to this Agreement is either a local government agency or an agency of the State of Texas as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges, and immunities as may be provided by the

Constitution and the Laws of the State of Texas. No separate legal entity is created by this Agreement.

- 5.4 Force Majeure.** If the performance of any obligation is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances, which are reasonably beyond the control of College Station under the terms of this Agreement, regardless of whether any such circumstance is similar to any of those enumerated or not, College Station shall be excused from doing or performing the same during such period of delay.
- 5.5 Amendment.** This Agreement may not be amended, unless the Parties execute a written amendment.
- 5.6 Severability.** The failure of TAMU or College Station to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver of relinquishment of such requirements in future instances, but will continue and remain in full force and effect.
- 5.7 Savings Clause.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- 5.8 Waiver.** Failure of any Party, at any time, to enforce any provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of any Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused, unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- 5.9 Authority to Contract.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have full authority to sign on behalf of their respective governmental bodies.
- 5.10 Successors and Assign.** This Agreement is binding upon College Station and TAMU, their respective legal representatives, successors and assigns.
- 5.11 Notices.** Any official notices by one Party to another Party must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as

stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient documented communication.

TAMU:

with copy to:

Office of the Vice President and CFO
1181 TAMU
College Station, TX 77843-1181

Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
contracts@tamu.edu

College Station:

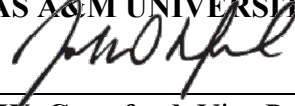
with copy to:

Fire Chief
300 Krenk Tap Road
College Station, Texas 77842
(979) 764-3706

City Manager
PO Box 9960 1101 Texas Avenue S
College Station, Texas 77842
(979) 764-3510

- 5.12 Agreement Not for Third Party Benefit.** This Agreement is not intended for benefit of any third party.
- 5.13 Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
- 5.14 Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
- 5.15 Effective Date.** This agreement is effective on the last party making the Agreement fully executed.
- 5.16 Multiple Originals.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

TEXAS A&M UNIVERSITY

By: 
John W. Crawford, Vice President for
Finance and Chief Financial Officer
Date: 2/13/2025

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager / CFO
Date: _____

Exhibit "A"
Emergency Fire Protection Map



Campus of Texas A&M University and College Station City Limits

Exhibit "B"
Pay-for-Service-Based Model

	<i>CSFD Budget</i>	<i>All Incidents</i>	<i>TAMU Incidents</i>	<i>% TAMU</i>	<i>Annual Service Fee</i>
FY19	\$19,751,615	10954	461	4.21%	
FY20	\$20,240,460	10745	368	3.42%	
FY21	\$20,726,740	13161	536	4.07%	
FY22	\$23,436,499	12982	577	4.44%	
FY23	\$26,861,036	12591	556	4.42%	
FY24	\$28,993,542	5-Year Rolling Average:		4.11%	\$1,191,635