

STATE OF TEXAS §
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COUNTY OF TITUS §

CONTRACT

This Contract is made by and between the County of Titus, acting by and through its Commissioner's Court (the County) and the _____, a Texas nonprofit corporation acting by and through its duly authorized officers (The VFD).

Whereas, Chapter 352 of the Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services available to unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County,

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Titus County, the County agrees to pay to the VFD the sum of ONE THOUSAND TWO HUNDRED AND NO/100 (\$1,200.00) for the consideration of providing fire protection to the unincorporated areas of Titus County. The VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made on a monthly basis following the acceptance and execution of this document by both parties, and the timely filing of requested reports as described. In addition, the County also agrees to pay the Departments a variable amount based on the number of runs and the firefighters' rate and level of training and experience. Departments will submit the run sheets with a cover sheet containing the firefighter's name, number of runs made by the firefighter, amount to pay for each run based on their level of training, the total amount due for each firefighter, and the training summaries to the County Auditor by the end of the month following the reporting period (February run sheet and training summary submitted by last business day of March). All departments will use the same forms which will be provided by the County. The training summary will show the date, subject, number of hours, instructor's name and names/signatures of the firefighters attending the training. **Failure to timely file the run sheet and training summary to the County Auditor will result in the forfeiture of one month's \$1,200 payment for each month that the report is late.**

2. Titus County shall mail a check in the agreed sum on a monthly basis upon funding of the budgeted amount by the 15th of each month unless said payment has been forfeited for lack of timely reporting as described in item 1.
3. The VFD agrees to make reasonable efforts to respond to requests for the fire protection services in the unincorporated areas of the County, regardless of the source of the request.
4. The County has contracted with the City of Mt. Pleasant to provide Mt. Pleasant Fire Department assistance to VFDs. The VFD agrees, and it is understood between all parties, that the VFD is required to contact the Mt. Pleasant Fire Department within three minutes (by radio, phone, or Active 911 app) of its intention to respond to the emergency incident or if assistance is NOT needed from the Mt. Pleasant Fire Department.
5. It is expressly agreed and understood between all parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods, by which they operate with the exception of section 6 below.
6. The Mt. Pleasant Fire Chief or his designee shall be responsible for and have command of all incidents to which the Mt. Pleasant Fire Department responds. This section does not apply to incidents which occur within the City of Talco and the Talco Fire District.
7. The VFD acknowledges that the County has the right to audit the financial records of the VFD within thirty (30) days of notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoices and receipts for both expenditures and revenues, related to work performed under this Agreement including the related bank statements. The VFD's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of 3 years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts authority of the Titus County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.
8. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the The Good Samaritan Law.
9. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY OF TITUS, ITS AGENTS, AUDITOR, COMMISSIONERS, JUDGE, BOARDS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF THE OCCASION BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.
10. During the term of this Contract, the VFD agrees to comply with the Four Point Contract Requirements attached as Exhibit A to the Contract. The VFD also understands and agrees that compliance with the Four Point Contract Requirements will be monitored by the Emergency Management Coordinator, as the County's designated representative. The contact information for the Emergency Management Coordinator is as follows:

Chief Larry McRae

Emergency Management Coordinator
Central Fire Station
728 East Ferguson Road
Mount Pleasant, Texas 75455

11. Equal Employment Opportunity - The VFD agrees that's it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The recipient agrees to post notices, which set forth the provision of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.
12. Drug Free Workplace- the VFD shall comply with the applicable provisions of the Drug-Free work place act of 1988 (Public Law 100-690, Title V, Subtitle D;41 U.S.C. § 8102, et seq.) and implementing regulations thereunder, and shall maintain a drug- free work environment.
13. Americans with Disabilities Act- the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
14. Nondiscrimination - the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, nation origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include but are not limited to;
 - Title VI of the Civil Rights Act of 1964
 - Title IX of the Education Amendments of 119972
 - The Rehabilitation Act of 1973, Section 503
 - The Rehabilitation Act of 1973, Section 504
 - The Age of Discrimination Act of 1975
 - The Drug Abuse Office and Treatment Act of 1972
 - The Drug-Free Workplace Act of 1988
15. This Contract shall begin effective January 1st, 2021 or at the execution of this document by both parties, whichever is later, and shall continue in effect until terminated.
16. This Contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet expended in the provision of services authorized under this Agreement shall be returned to the County. Any loans funded by the County to the VFD after the date of this agreement shall become due immediately upon termination.
17. This contract constitutes the only agreement between the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.
18. In the event any portion of this agreement is held to be unenforceable, the unenforceable part shall be constructed in accordance with applicable law as nearly as possible to reflect the

original intention of the parties. The remainder of the provisions shall remain in full force and effect.

19. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement.
20. This agreement will be governed in accordance with the laws of the State of Texas and venue shall lie in Titus County.
21. Each signatory to this agreement certifies that he/she has been authorized by their entity to execute this agreement.
22. This agreement is being executed with multiple originals signed by both parties.

Authorized Representative

Name/Title

Titus County Judge

Signature

VFD Represented

Exhibit A

Four Point Contract Requirements

1. Point 1. Active Internal Training Program

Equivalency: Training program must be equivalent to the certification program offered by the State Fireman's and Fire Marshall's Association of Texas.

Minimum Number of Drills: The Fire Department must provide a minimum of 2 drill per month with a minimum of 2 hours each. The primary focus of drills shall be fire support, motor vehicle accident support, wildland fires, and vehicle fires.

2. Point 2. Liability Insurance

VFIS requirements: The VFD shall adhere to all the rules set forth by VFIS. Requirements include physicals, background checks, driver training classes and driver obstacle course.

Automobile Liability Insurance: The County shall provide emergency vehicle insurance for each fire apparatus or vehicle owned and/or operated by the fire department. In order for the County to provide insurance, the fire apparatus or vehicle must be approved and deemed essential by the Emergency Management Coordinator. In the event the VFD and the Emergency Management Coordinator disagree on the essentialness of the fire apparatus or vehicle, the VFD shall address the issue at the next available commissioner's court.

Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.

Certificate of Insurance: The Fire Department shall provide the Emergency Management Coordinator a certificate of insurance as proof of liability insurance.

3. Point 3. Annual Reporting

Annual Financial Report: Each department shall annually provide the County Auditor with a financial report including itemized income and expense details by date, source, and check number on or before October 31 of each year for the preceding County fiscal year. The financial report shall include an ending cash balance substantiated by the year end bank statement and related bank reconciliation noting all reconciling items.

Projected Budget: Each department shall provide a fiscal projected budget to the County Judge, such budget shall be divided into EMS and Fire Services.

Tax Exemption: Each department shall provide the County Auditor with a certification of tax-exempt status.

Testing records: Each department shall provide the Emergency Management Coordinator yearly records on hose testing, ladder testing, pump testing, SCBA certification, and SCBA cylinder hydro testing.

4. Point 4. Firefighter Safety-Standard Operating Procedures (SOP)

Incident Command: Each department shall implement and provide a current copy of the department's SOP for incident command at emergency incidents to the Emergency Management Coordinator.

Two-In-Two-Out: Each department shall implement and provide a current copy of the department's SOP for two-in-two-out at emergency incidents to the Emergency Management Coordinator.

Accountability: Each department shall implement and provide a current copy of the department's SOP for personal accountability at emergency incidents to the Emergency Management Coordinator.

Personal Protective Clothing: Each department shall implement and provide a current copy of the department's SOP for the selection, use, care and maintenance of structural and wildland/extrication protective clothing to the Emergency Management Coordinator.

Self-Contained Breathing Apparatus and Personal Alert Safety Systems: Each department shall implement and provide a current copy of the department's SOP for the selection, use, care and maintenance of self-contained breathing apparatus and personal alert safety systems to the Emergency Management Coordinator.

Wildland Fires: Each department shall implement and provide a current copy of the department's SOP for Wildland fires to the Emergency Management Coordinator.

Structure Fires: Each department shall implement and provide a current copy of the department's SOP for Structure fires to the Emergency Management Coordinator.

Vehicle Fires: Each department shall implement and provide a current copy of the department's SOP for Vehicle fires to the Emergency Management Coordinator.

Motor Vehicle Accidents: Each department shall implement and provide a current copy of the department's SOP for motor vehicle accidents to the Emergency Management Coordinator.