

STATE OF TEXAS

COUNTY OF TITUS

FIRE PROTECTION SERVICE AGREEMENT

This agreement made and entered into this the 1st day of August, 2016, by and between THE CITY OF TALCO, TEXAS, a municipal corporation of the State of Texas (hereinafter called "City") and the COUNTY OF TITUS, TEXAS (hereinafter called "County"), an agreement concerning fire protection and rescue services, each acting herein by and through its duly authorized officials:

SECTION 1: PAYMENTS

In consideration of the equipment and services provided as identified and set forth herein, County will pay City the amount of and payments set forth:

\$19,200 per year, payable in twelve equal monthly payments, which shall be paid on or before the 30th day of the following month.

\$850.00 per year for training.

\$1000.00 per year for fire equipment.

The City ask that the County notify them whenever an increase in funding is made to the county fire departments so that all departments are equally funded.

SECTION 2: COMPENSATION

The County will compensate each City of Talco Volunteer fireman at a rate of \$12.00 for each call responded to outside of the Talco City limits.

SECTION 3: PERSONNEL AS AGENTS OF THE COUNTY

The acts of any person or persons while fighting fires, performing rescues, traveling to or from fires or rescues outside the city limits of Talco, Texas or in any manner furnishing fire protection or rescue services to the citizens of Titus County outside the city limits of Talco, Texas shall be considered as the acts of agents of the County in all respects, notwithstanding such person or persons may be regular employees of the City and/or City Volunteer firefighters, pursuant to Section 352.004, Texas Local Government Code.

SECTION 4: LIMITATIONS

The City of Talco Fire Chief or his designee shall use his or her discretion and best judgement as to the type and amount of equipment and personnel dispatched to calls pursuant to this agreement. The City of Talco Fire Chief or their designee shall assume overall responsibility for fire protection and rescue services within the Talco Fire district. The City of Talco Fire Chief retains, and is given authority, by the City, to act at all times, using their full discretion to protect and preserve equipment and personnel under their authority. The City of Talco fire department will retain its present fire district in Titus County, Texas as primary and secondary response areas and will respond county wide when requested or as needed. (SEE ATTACHMENT A & B)

SECTION 5: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that county hereby now agrees, and by the presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any persons, firm or entity arising out of the performance or attempted performance of this contract, except workers' compensation claims.

SECTION 6: WORKERS' COMPENSATION COVERAGE

The City shall provide Workers' Compensation coverage for volunteer firemen.

SECTION 7: EFFECTIVE DATE

October 8, 2016

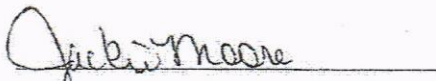
The effective date of this agreement shall be the 1st day of ~~August~~ *October*, 2016 and shall remain in full force and effect as to all provisions of this agreement. Either party may terminate this contract in whole or in part upon ninety (90) days written notice of same.

CITY OF TALCO, TEXAS



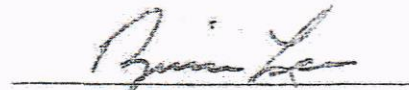
K.M. (Mike) Sloan, Mayor

ATTEST:



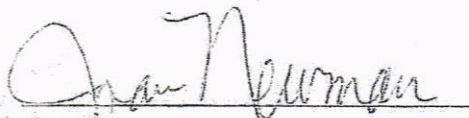
Jackie Moore

COUNTY OF TITUS, TEXAS



Judge Brian P. Lee, County

ATTEST:



Joan Newman, County Clerk