

JGL Enterprises/Fire Chief Solutions
1014 E Hwy 82 #121
Gainesville, Tx. 76240

Gregg Loyd
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Contract with Fire Chief Solutions as Independent Contractor

with Limitation of Liability Clause

Agreement made on the 11th day of MARCH, 2024, between *Fire Chief Solutions 1014 E Hwy 82 #121 Gainesville, Texas 76240* referred to herein as *Fire Chief Solutions (FCS)* and *Titus County, Texas*, referred to herein as *Titus County*, organized and existing under the laws of the state of Texas, with its principal office located at *100 W First St. Mt Pleasant, Titus County, Texas 75455*.

Whereas, *Titus County Texas* is requesting assistance in establishing a county fire department for the purpose of providing full time fire protection for the county, and is also requesting consulting services for the implementation of a plan for the purpose of establishing a full time fire department for the county, *Titus County* desires to retain the services of *Fire Chief Solutions* to provide the following:

Hiring process to acquire a full time Fire Chief, assistance in the selection of a suitable building for housing the fire department, development of Standard Operating Guidelines for department operation, development of a 3 year training plan, providing Titus county with a preliminary budget for year one of operation of the county fire department and consulting services to aid the county in any issues that arise involving establishment of the county fire department.

and;

Where *Fire Chief Solutions* agrees to perform such services under the terms and conditions set forth in this Agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Nature of Work

Fire Chief Solutions will perform research, data collection, and professional analysis of available and collected data for the purpose of providing *Titus County Texas* with an accurate and comprehensive plan of action for the purpose of establishing a full-time fire department for *Titus County*. Also included *Fire Chief Solutions* will provide *Titus County* with a hiring process to acquire a full time Fire Chief and provide ongoing consulting services for the duration of the contract to assist in the implementation of the action plan. This includes onsite meetings such a Commissioners Court Meetings, Volunteer Fire Department Meetings, etc., as needed, to facilitate the implementation of the action plan.

II. Place of Work

It is understood and agreed that *Fire Chief Solutions* services will be rendered principally at the address set forth at the beginning of this contract, *Titus County* and contiguous counties or such other places as designated by *Titus County*, to meet with representatives of the *Titus County* not to exceed 30 miles from *Titus County*.

III. Time Devoted to Work

In the performance of the services, the services will be completed by April 1, 2024, and the completed plan of action will be delivered by *Fire Chief Solutions* to *Titus County* at the address provided in this agreement within the same time frame.

IV. Payment

Titus County will pay *Fire Chief Solutions* the first installment of \$15,000.00 on or before the first day of April 2024. *Titus County* will pay the second installment of \$20,000 on or before the first day of May 2024. *Titus County* will pay *Fire Chief Solutions* the third installment of \$12,000 on or before the fifteenth day of June 2024. *Titus County* will pay *Fire Chief Solutions* the balance of this contract in the amount of \$9,000.00 on the completion of hiring a Fire Chief, ordering of equipment for a single fire station, development of Standard Operating Guidelines for the *Titus County Fire Department*, developing a training schedule for the *Titus County Fire Department*, development of an operating budget for the first year of operation, providing the newly hired Fire Chief with a plan for both staffing and Volunteer Fire Department engagement and final report to the *Titus County Commissioners Court* on or before the twelfth day of August 2024.

V. Duration

The parties contemplate that this Agreement will run until August 31, 2024, and beginning at the date this agreement is signed.

VI. Independent Contractor Status of Fire Chief Solutions

This Agreement calls for the performance of the services of *Fire Chief Solutions* as an independent contractor and *Titus County* will not be considered an employee of the *Fire Chief Solutions* for any purpose.

VII. Confidentiality Agreement

Fire Chief Solutions agrees that: (a) all knowledge and information that *Fire Chief Solutions* may receive from *Titus County* or from its employees or other representatives of *Titus County*, or by virtue of the performance of services under and pursuant to this Agreement, relating to inventions, products, processes, machinery, apparatus, prices, discounts, costs, business affairs, future plans, or technical data that belong to *Titus County* or to those with whom *Titus County* has contracted regarding such information; and (b) all information provided by *Fire Chief Solutions* to *Titus County* in reports of work done, together with any other information acquired by or as direct result of the duties required to complete this contract by *Fire Chief Solutions*, shall be regarded by *Fire Chief Solutions* as strictly confidential and held by *Fire Chief Solutions* in confidence, and solely for *Titus County's* benefit and use, and shall not be used by *Fire Chief Solutions* or disclosed by *Fire Chief Solutions* to any person whatsoever except with *Titus County's* prior written permission.

VIII. Limitation of Liability

Fire Chief Solutions entire liability under this Agreement, if any, for damages relating to this Agreement and/or *Fire Chief Solutions* performance pursuant to this Agreement, whether based on contract or negligence, shall be limited to the amount paid to *Fire Chief Solutions* pursuant to this Agreement relative to the period of occurrence of events which are the basis of such claims. In no event will *Fire Chief Solutions*, his employees, agents, or affiliates, be liable for any lost profits or any consequential damages, arising from or in any way related to this Agreement or the *Fire Chief Solutions* performance pursuant to this Agreement.

IX. Injuries to Fire Chief Solutions

Fire Chief Solutions waives any rights to recovery from *Titus County* for any injuries that *Fire Chief Solutions* may sustain while performing services under and pursuant to this Agreement and that are a result of *Fire Chief Solutions* own negligence.

X. Assignments

The rights of *Fire Chief Solutions* under this Agreement are personal to *Fire Chief Solutions* and may not be assigned or transferred to any other person, firm, or *Titus County* without the prior, express, and written consent of *Fire Chief Solutions*.

XI. Modifications to Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

XII. Notices

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

XIII. Governing Law

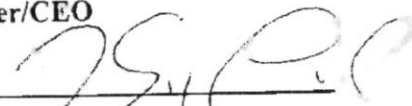
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

XIV. Purchasing

All items needed for the establishment of fire protection for Titus County shall be handled by the purchasing agent of the county and the County Judge. *Fire Chief Solutions* will advise the county or its agent of items to be purchased and acquisition of those items will be processed through the county purchasing agent and approved by the County Judge. *Fire Chief Solutions* will not be responsible for any purchasing in this agreement.

WITNESS our signatures on this 7th day of March, 2024.

JGL Enterprises/Fire Chief Solutions
Gregg Loyd
Owner/CEO


3-11-24

Titus County Texas
Judge Kent Cooper
Titus County Judge

