

2019 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HOPKINS §

WHEREAS, the MILLER GROVE Volunteer Fire Department, Inc. (the VFD), being a Texas non-profit corporation, shall provide fire protection and/or emergency service to an area within Hopkins County, Texas, which is located outside municipalities, and

WHEREAS, pursuant to section 352.001 of the Texas Local Government Code, Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may furnish fire protection to the residents of the County located outside the municipalities, and

WHEREAS, the VFD and the Hopkins County Fire Department, (a department organized under the Hopkins County Commissioners Court), desire to enter into an agreement, pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County Fire Department and Volunteer Fire Departments may jointly provide fire protection for portions of Hopkins County, Texas, located outside municipalities.

NOW, THEREFORE, this Agreement is made and entered into this the _____ day of _____, 20__, by and between the VFD and the County, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the VFD and the County agree as follows:

- 1. The VFD agrees to provide fire protection and emergency service to an area of Hopkins County, Texas, which lies outside any municipality.

VFD Initials: *JB*
County Initials: *Ro*

2. For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD \$ 678.15 per month for such firefighting services.

3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.

4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

5. The Hopkins County Fire Chief may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.

6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall finish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

the location where each service is rendered. An annual report documenting such calls shall be submitted to the Hopkins County Fire Chief to be submitted to the Hopkins County Commissioners' Court.

7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.

8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.

9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.

10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.

11. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request shall result in a hold of the

VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

12. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus.

13. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

14. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Chief. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.

15. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Chief. The VFD shall participate in the fire dispatch protocol within Hopkins County.

16. This Agreement shall continue in full force and effect for a period of one year, beginning _____, 20____, and shall automatically renew for an annual term on each October 1 thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety (90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:

MILLER GROVE
VOLUNTEER FIRE DEPARTMENT, INC:

Robert Newsom, County Judge
Hopkins County, Texas
P.O. Box 288
Sulphur Springs, Texas 75483

17. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in by email to the Hopkins County Judge for submission to the Commissioners Court.

18. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Chief. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.

19. Code of conduct must be signed by all individual volunteers: See attached exhibit.

20. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.

21. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and (3)

he/she will use the radio only for official VFD business, calls and training.

22. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter – Hopkins County Volunteer Criminal Background Assessment.

23. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Chief or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.

EXECUTED IN DUPLICATE, this 13 day January, 2020, as duly authorized by the VFD and the Commissioners Court of Hopkins County, Texas.

MILLER GROVE
VOLUNTEER FIRE DEPARTMENT, INC.

Ray Sparks

By: Justin Block
Volunteer Fire Chief
Printed or typed name:

[Signature]

[Signature]

THE STATE OF TEXAS §
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COUNTY OF HOPKINS §

Signed and acknowledged before me by Ray Sparks, for the purposes
herein expressed, on this the 6th day of January, 20 20.



Donna L. Goins
Notary Public, State of Texas

HOPKINS COUNTY, TEXAS

By: *Robert Newsom*
Robert Newsom, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF HOPKINS §

Signed and acknowledged before me by *Robert Newsom*, for the purposes
wherein expressed, on this the *13th* day of *January*, 20*20*.

ATTEST:

Tracy Smith
Tracy Smith, County Clerk
Hopkins County, Texas

