

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
December 23, 2024
9 a.m.

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- 551.0785 Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

AGENDA

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Tracy Barrera: Discuss and/or take appropriate action concerning the review and
Davis Powell: acceptance of the sealed bids for the addition to the Atascosa County
Tax Office. Sealed bids will be open and read out loud.
5. Judge Vaughn: Discuss and/or take appropriate action to approve the presentation of the
Atascosa County Justice of the Peace Pct. 2 Youth Diversion Plan.
6. Martin Gonzales: Discuss and/or take appropriate action to approve the Atascosa County
Historical Commission Membership Roster for 2025-2026 appointment
years.
7. Stephanie Brown: Discuss and/or take appropriate action concerning personnel:
 - New Employee: Antonio Serna
 - Position: Assistant Public Defender
 - Pay Rate: \$80,000.00 annually
 - Salary Budget Area: 012-488-403
 - Start Date: January 6, 2025
 - Physical: pending
 - Drug Test: pending

8. Elizabeth Branson: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|--------------------------|
| Existing Employee: | Violet Corona |
| Position: | Administrative Assistant |
| Pay Rate: | \$43,000.00 annually |
| Salary Budget Area: | 012-458-404 |
| Start Date: | 12/23/2024 |
| Physical: | n/a |
| Drug Test: | n/a |
9. Ronald Sanchez: Discuss and/or take appropriate action concerning approving the FY 2025-2026 Fire Service Contract for Blackhill VFD, Campbellton "Paisano" VFD, Charlotte VFD, Leming VFD, Poteet VFD, Rossville VFD, Jourdanton VFD, Christine VFD, Pleasanton FD and direct Judge to sign. See attached.
10. Sheriff Soward: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|--|
| Existing Employee: | Matthew Miller |
| Position: | Chief Deputy |
| Pay Rate: | Tier 1: \$40.87 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 01/01/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
-
- | | |
|---------------------|--|
| Existing Employee: | Max Peralta |
| Position: | Chief Investigator |
| Pay Rate: | Tier 1: \$40.87 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 01/01/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
-
- | | |
|---------------------|--|
| Existing Employee: | Eric Kaiser |
| Position: | Deputy Chief |
| Pay Rate: | Tier 1: \$35.58 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 01/01/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
-
- | | |
|---------------------|--|
| Existing Employee: | Gavin Lindsay |
| Position: | Lieutenant Investigator |
| Pay Rate: | Tier 1: \$34.81 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform |
| Salary Budget Area: | 012-442-410 |
| Start Date: | 01/01/2025 |
| Physical: | n/a |

Drug Test:	n/a
Existing Employee:	Albert Garza
Position:	Administrative Sergeant
Pay Rate:	Tier 1: \$33.08 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Timothy Challes
Position:	Sergeant Investigator
Pay Rate:	Tier 1: \$31.92 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-440-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Daniel Gonzales
Position:	Sergeant Deputy
Pay Rate:	Tier 1: \$29.53 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Ivan Quintero
Position:	Sergeant Deputy
Pay Rate:	Tier 1: \$29.53 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Maribel Rico
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annually, 86 Fluctuating, \$120.00 Mo. Uniform, Continuing 90-Day County Probation & 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	12/23/2024
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Yancy Baez

Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annually, 86 Fluctuating, \$120.00 Mo. Uniform, Continuing 90-Day County Probation & 1- Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	12/23/2024
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Andrew Reichenbacher
Position:	Jail Maintenance
Pay Rate:	Move to Tier 1: \$52,000.00 Annually; 40 hours; \$120.00 Uniform, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-568
Start Date:	12/29/2024
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Kenneth Martinez
Position:	Corrections Officer
Pay Rate:	Tier 1: \$25.18 Hourly, 86 fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-562
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a

11. Britni Van Curan: Discuss and/or take appropriate action concerning personnel:

New Employee:	Nancy Apps
Position:	Administrative Assistant
Pay Rate:	Tier 2 - \$19.42/hour
Salary Budget Area:	012-472-407
Start Date:	01-01-25
Physical:	Pending
Drug Test:	Pending
Existing Employee	Victoria Davis
Position:	Permit Coordinator
Pay Rate:	Tier 2 - \$24.04/hour, \$120.00 uniform
Salary Budget Area:	012-472-408/ 012-472-489
Start Date:	01-01-25
Physical:	N/A
Drug Test:	N/A

12. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the changes to the Residential Driveway Permit.

13. Britni Van Curan: A. Conduct a public hearing concerning the replat of Lot 47 in the Oak

View Acres Subdivision on Praise Dr. in Precinct 2.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning the approval/denial of the replat of Lot 47 in the Oak View Acres Subdivision on Praise Dr. in Precinct 2.

14. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Final Plat for the Christine Road Acres Subdivision on County Road 422 in Precinct 3.
15. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way permit for McCoy Water Supply Corporation on County Road 335 in Precinct 3.
16. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Hoese/Wilson Family on County Road 323 in Precinct 3.
17. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Indio Verde Final Plat on Corgey Rd in Precinct 4.
18. Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:

New Employee:	Christopher Herrera
Position:	Pct. 1 Road Crew/ Blade Operator
Pay Rate:	\$48,000.00 annually, 40 hours a week
Salary Budget Area:	021-400-402
Start Date:	01-01-2025
Physical:	pending
Drug Test:	pending
19. Comm. Bowen: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Johnny Sanchez
Position:	Road and Bridge Pct. 2 Worker - transfer from Pct. 3
Pay Rate:	\$48,000.00 annually
Salary Budget Area:	022-400-402
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a
20. Comm. Riley: Discuss and/or take appropriate action concerning personnel:

New Employee:	Johnny A. West
Position:	County Worker/CDL Driver
Pay Rate:	\$48,000.00 annually
Salary Budget Area:	024-400-402
Start Date:	01/01/2025
Physical:	pending
Drug Test:	pending

21. Comm. Riley: Discuss and/or take appropriate action to approve a road bore permit for Frontier Communications on CR 438 and Olive St. from Jourdanton City limit line and East past Guajillo Drive for 287 feet. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurers Office.
22. Comm. Riley: Discuss and/or take appropriate action to approve a permit for Select Water Solutions, LLC for 2 -12" lay-flat lines on CR 401 and 407 for 6,164 feet. A check in the amount of \$2,000.00 has been turned into the Atascosa County Treasures Office.
23. Tracy Barrera: Discuss and/or take appropriate action concerning the review, acceptance and selection of the following bid/bids that were submitted by the deadline for the Atascosa County Tax Office addition and renovations or direct the County Auditor to re-advertise.
- If a bid is accepted and selected, discuss and/or take appropriate action to dedicate ARPA funds to the amount of the accepted bid.
24. Tracy Barrera: Discuss and/or take appropriate action concerning the review, acceptance and selection of the following bid/bids that were submitted by the deadline for the Atascosa County Sheriff's Office addition and renovations or direct the County Auditor to re-advertise.
- If a bid is accepted and selected, discuss and/or take appropriate action to dedicate ARPA funds to the amount of the accepted bid.
25. Tracy Barrera: Discuss and/or take appropriate action to update/correct the set salaries, expenses, and allowances for Atascosa County for the budget year beginning January 1, 2025, and ending on December 31, 2025.
26. Judge Cude:
Ricks Insurance: Discuss and/or take appropriate action concerning the Ricks Insurance Workers Compensation renewal, which goes into effect January 1, 2025.
27. Judge Cude:
Policy &
Procedure
Committee: Discuss and/or take appropriate action to approve the following changes to the Atascosa County Personnel Manual.
- A. Approve the reduction of the comp-time limit from 80 hours to 40 hours in the "Overtime Compensation" policy, effective January 1, 2025.
- B. Approve clarifications to the "Vacation Benefits" policy regarding the equitable distribution of vacation accruals for employees working 8-hour, 12-hour, and 24-hour shifts, effective January 1, 2025.
- C. Approve the inclusion of the Animal Control Shelter Director and Juvenile Detention Center Director as "exempt" from the time clock system in the "Time and Attendance" policy, effective January 1, 2025.
- D. Approve the 2025 Vacation Accrual Transition Period.
28. Judge Cude: Update and/or take appropriate action concerning Judge, Commissioner and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners' Court minutes and other documents not related to education needing to be filed in the court records.

Atascosa County Treasurer Laura Pawelek has completed the following continuing education 2024 County Investment Academy, 2024 Certificate of Compliance Public Funds Investment Act and 2024 Certificate of Compliance of Continuing Education.

Atascosa County Tax Assessor Collector has completed 37.50 hours of continued education from the 90th Annual Tax Assessor-Collectors Association Conference and the TNT for ISD's and TNT for others, and the 42nd annual V. G Young School for Tax Assessor-Collector. Loretta Holley has also completed 36.50 hours of continued education at the 41st V. G Young School for Tax Assessor-Collectors, 90th Annual Tax Assessor-Collectors Association Conference and TNT for ISD's and TNT for others. Loretta Holley will carry over 10:00 hours of education to 2025.

29. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 and 551.074 to discuss personnel and other matters with the County Attorney's office.

30. **OPEN SESSION**

31. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.

32. Judge Cude: Discuss, review and take action to accept and/or approve any
Tracy Barrera: invoices and payroll.

33. Judge Cude: Discuss, review and take action on reports submitted.
Tracy Barrera:


34. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, December 30, 2024.

35. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, December 20, 2024.



Jessica Kidd, Court Coordinator

AGENDA REQUEST (GENERAL)

Agenda Item 4.

Meeting Date: 12/23/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning the review and acceptance
Davis Powell: of the sealed bids for the addition to the Atascosa County Tax Office. Sealed
bids will be open and read out loud.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 5.

Meeting Date: 12/23/2024

Item Title:

Submitted For: Wayne Vaughn, Justice of the Peace, Pct. 2

Discuss and/or take appropriate action concerning:

Judge Vaughn: Discuss and/or take appropriate action to approve the presentation of the Atascosa County Justice of the Peace Pct. 2 Youth Diversion Plan.

ATTACHMENTS

Youth Diversion Plan

Youth Diversion Plan

HB 3186 TEXAS YOUTH DIVERSION
AND EARLY INTERVENTION ACT

ATASCOSA COUNTY JUSTICE OF THE
PEACE, PRECINCT TWO YOUTH
DIVERSION PLAN

The JP2 Diversion Plan has been established and will be implemented on January 1, 2025.

Prior to January 1, 2025, Justice Courts could only order diversion strategies after a case had resulted in a conviction or deferral of disposition. This program has been established to comply with HB3186 and to increase opportunities for the early identification of at-risk youth and the re-directing of children in our community that have been accused of certain gateway Class C Misdemeanors.

Atascosa County Justice of the Peace, Pct. Two currently does not have a need to fill a paid Juvenile Case Manager position nor to appoint one specific clerk to act as a Local Youth Diversion Coordinator. As a whole Atascosa County has not experienced a large amount of Fine only non-traffic offenses to justify the paid Juvenile Case Manager position as evidenced by our Texas Judicial Branch OCA Reports. The Justice Courts by statute must submit an activity report by the 20th of every month which includes all cases filed in the Justice Courts. This report also includes Juvenile cases.

As a result, on January 1, 2025, the tasks and duties of a Youth Diversion Coordinator will be included within the scope of a JP2 Justice Court Clerks role. The Clerks in the JP2 office will assist each other when and if these cases are filed. When this plan is implemented, they will be familiar with the rules and statutes regarding HB 3186 and will follow the guidelines established in the JP2 Youth Diversion Plan.

The need for this position may change as Atascosa County continues to grow and we will re-address this position once we find that our caseload increases in the future.

Per Govt. Code 22.1105(a) In every year that ends in 0 or 5 the Justice of the Peace must complete education related to youth diversion and understanding relevant issues of child welfare, including issues related to mental health and children with disabilities.

***Important Sidenote: Transfer to Juvenile Court is not affected. Article 45.303 does not preclude a case involving a child from being referred, adjudicated or disposed as conduct indicating a need for supervision under Title 3, Family Code or a waiver of criminal jurisdiction and transfer of a child's case as provided by Section 51.08 Family Code.*

HB 3186 MAKES DIVERSION A MANDATORY RULE FOR ALL JP COURTS AND:

****Juvenile/Minor** as defined for the purpose of HB 3186 pertaining to the Justice Court and criminal offenses: A Juvenile is at least 10 years of age but under 17 years of age at the time of committing a criminal offense.

- Mandatorily offered to Juveniles that have been accused of committing Class C misdemeanors punishable by fine only. There is no discretion on the part of the Court whether to offer it or not.
- This plan applies to offenses committed on or after January 1, 2025.
- The Diversion Agreement must have both the consent of the child and the consent of the parent. – Cannot proceed without both signatures.
- REMINDER: Under CCP Art. 45.0217 All records are confidential.
- SUCCESSFUL DIVERSION: All records shall be expunged without the requirement of a motion or request, on the child's 18th Birthday.

WHAT THE DIVERSION AGREEMENT MUST INCLUDE

- The Diversion Plan must be in writing. (See attached JP2 Diversion Agreement).
- The Diversion Plan agreement may not exceed 180 days.
- Must list the details (Requirements) of the Diversion Agreement.
- The Court can require child to be drug tested.
- The Court can require the child to participate or watch Education Programs. – Court may assign. (A list of the educational programs offered for the Diversion program can be found toward the end of this Diversion Plan).
- The Court can require the child to participate in Rehabilitation Programs

Who files the juvenile cases in the JP2 Court?

Citations are turned in to the Justice Court periodically throughout the month. We receive Citations from DPS, Atascosa County Sherriffs Office, Atascosa County Constable Precinct Two, Texas Parks and Wildlife Game Wardens and School Resource officers.

ENTERING THE MINOR'S CASE INTO CASE MANAGEMENT

Once the Clerk determines that the citation received for an eligible offense was issued to a minor the Clerk will manually enter the case as an Admin Case using JV DIV as the Case Category, the description will be listed as JV DIVERSION. This will allow the Court to track the juveniles' cases effectively for statistical purposes and to keep track of the \$50.00 administrative fees paid by the parents to defray the costs of the Diversion of the child's case under this subchapter.

JP2 YOUTH DIVERSION PLAN GUIDELINES AND ELIGIBILITY

Truancy is not included in the Diversion Plan because it is a Civil Case.

Depending on the circumstances, Diversion can take place prior to a charge being filed, after a charge is filed but before a plea is entered or after a finding of guilt at trial. The Statute of limitations is tolled during the process if diversion happens prior to filing.

The JP2 Diversion Plan will call for the charge to be filed only if the diversion is unsuccessful and a non-adversarial hearing has been held. JP2 pledges to do as much as possible to make each Diversion Plan a success. The filing of the charge will be a last resort.

A Diversion strategy may be imposed under:

Intermediate Diversion Article 45.309: Under the Diversion Plan; the child and the child's parent will be advised before a case is filed that the case may be diverted under this article for a reasonable period not to exceed 180 days.

Diversion by a Justice or Judge under Article 45.310: If a charge involving a child who is eligible for Diversion is filed with a court the Judge shall divert the case.

The Justice Court in Precinct two will handle the Diversions initially as an Intermediate Diversion. An admin case will initially be built for the Juvenile and will be handled as such.

The Juvenile Diversion Plan only applies to a child who is alleged to have engaged in conduct that constitutes a misdemeanor punishable by fine only other than a traffic offense.

- The Juvenile must be under 17 years of age at the time of the offense.
- This plan applies to offenses committed on or after January 1, 2025.
- The Child has not been diverted in the previous 365 days. This is based on the dates of the agreements, not the date of the Citation or the date of the Court Appearance.
- The Defendant must not have had an unsuccessful diversion.
- There must be no objection by the Atascosa County Attorney's office.
- The Court must have written consent of the defendant and the parent. (Parent includes a person standing in parental relation, a managing conservator, or a custodian).
- The Coordinator Must inform the child and parent that this program is strictly voluntary, and they may terminate the diversion at any time. If terminated the case will be referred to Court. CCP 45.309

GRADUATED SANCTIONS FOR CERTAIN SCHOOL OFFENSES: SECTION 37.144 EDUCATION CODE

A school district that commissions peace officers under Section 37.081 may develop a system of graduated sanctions that the school district may require to be imposed on a child before a complaint is filed under Section 37.145 against the child for a school offense that is an offense under Section 37.124 or 37.126 or under Section 42.01 (a)(1),(2),(3),(4), or (5) Penal Code. If the child fails to comply with or complete graduated sanction under 37.144, or if the school district has not elected to adopt a system of graduated sanctions under that section, the school may file a complaint against the child with the appropriate criminal court in accordance with Section 37.146.

ELIGIBLE SCHOOL OFFENSES

Sec. 37.124. DISRUPTION OF CLASSES.

Sec. 37.126. DISRUPTION OF TRANSPORTATION.

Sec. 42.01. DISORDERLY CONDUCT. (a) (1)(2)(3)(4)(5) Penal Code

Once filed in the JP Court they will be handled within the same guidelines as the Juvenile Non-Traffic Class C Misdemeanors.

A Diversion strategy under this subchapter may not require a child who is a home-schooled student, as defined by Section 29.916 Education Code, to:

- Attend an Elementary or Secondary School
- Use an educational curriculum other than the curriculum selected by the parent.

The Justice Court in Precinct two will handle the cases filed by the schools initially as an Intermediate Diversion. An admin case will initially be built for the Juvenile and will be handled as such.

IF THE JUVENILE IS CONTESTING THE CHARGE (NOT GUILTY PLEA)

The Clerk must first find out at the initial appearance whether the child is contesting the charge. The Clerk will speak to both the parent/guardian and child and will advise them of the option of intermediate diversion. The Court will provide detailed information regarding the strategies, what will be required from the minor, time frame (no more than 180 days) etc.... If the child is contesting the charge the Court will continue with the normal proceedings for a Juvenile formal criminal prosecution. The plea must be made in open court in front of the Judge. The child must be accompanied by the parent/guardian. The Clerk will create a JV criminal case for it and schedule a Bench trial.

When a Bench Trial or Jury Trial is held, and a finding of guilt is determined the clerk must check if the juvenile is eligible for Diversion. If the Juvenile is eligible the Court must offer the Diversion Plan. If they refuse the diversion plan the Court will proceed with the criminal conviction and run the Judgment to include Fine and Court Costs.

IF THE JUVENILE IS NOT CONTESTING THE CHARGE

Once it has been established that the minor is not contesting the charge the clerk will continue to lay out the diversion strategy that has been established for the minors in the JP Court.

They will be informed that this plan is strictly voluntary, and they can choose to end it at any time. If terminated, they will be referred to Court.

Not every diversion will be the same. It will be determined by the violation.

The Diversion plan will be in writing and will list the requirements of the Diversion Agreement in detail. It will identify the parties to the agreement and the responsibilities of the child and the child's parent to ensure their meaningful participation. The objectives in this agreement will be measurable, realistic, and reasonable and will take into consideration the circumstances of the child, the best interests of the child, and the long-term safety of the community.

This plan may include agreements with service providers or any other entity that provides services to children. There will be rules adopted for the purpose of coordinating services.

The Justice Court will utilize monies from the Diversion Fund to fund some of the programs that HB3186 suggests the JP Courts can offer or mandate as part of Community Service for these at-risk Juveniles, i.e., Tobacco, Alcohol and Drug Educational Programs, Rehabilitation Programs, Drug Testing, etc.

Currently \$5.00 out of the \$14.00 Local Consolidated Court Cost that is collected from every conviction in the JP Courts goes into an account formerly known as the Truancy Prevention and Diversion Account and is now renamed the Youth Diversion Account. Monies from this account can be used to hire the Juvenile Case Manager as well as programs designed to protect or reduce juvenile referrals to court. Code 133.102(e) 133.125, 134.103 (b), 134.156 Code of Criminal Procedure Article 45.056

Another way to fund these programs would be by utilizing the Juvenile Delinquency Prevention Funds. Article 102.0171 of the Texas Code of Criminal Procedure (Juvenile Delinquency Prevention Funds) is not a new

statute, but it was amended in 2023 to allow municipal and justice courts to collect a \$50 fine for graffiti convictions:

Before 2023: Only other trial courts were authorized to collect the \$50 fine.

After 2023: Municipal and justice courts are now authorized to collect the fine and deposit it in a juvenile delinquency prevention fund.

It allows the JP Courts to utilize the County Juvenile Delinquency Prevention Fund for Youth Diversion under Subchapter E, Chapter 45.

The Clerk will create the Diversion Agreement that will include Diversion Program Components consisting of the Youth Diversion Coordinators maintaining contact with the youth, the service providers and parents of the youth, to verify that the requirements of the agreement are being met. They will be taking active roles in communicating with the parents, the youth and the service providers.


The Parents, youth and the Court will be provided with a written signed copy of the Youth Diversion agreement and plan of action detailing what is expected and the possible consequences for non-compliance.

Both parties are required to attend face to face meetings with the Youth Coordinator as scheduled by the Court.

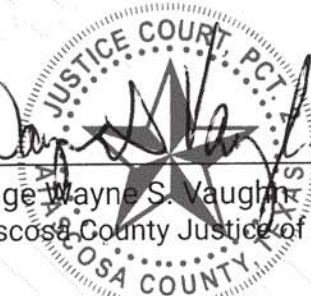
The successful completion of the Diversion Agreement will bar the charges leveled against the juvenile to be revived and prosecuted. The Court will automatically expunge the juveniles record on their 18th Birthday.

The coordinators will maintain records of all Diversion Plans for three years and keep a permanent file on all successful and unsuccessful plans.

Signed the 12th day of December 2024.



Judge Wayne S. Vaughn
Atascosa County Justice of the Peace, Pct. Two



The Justice Court Precinct Two will be utilizing online courses provided by 3rd Millennium Classrooms. 3rd Millennium focuses on interventions that change offender behavior related to alcohol, marijuana, vaping, prescription drug misuse, shoplifting, domestic violence, and anger-related violations. The classes are evidence-based online courses grounded in the most effective strategies for changing attitudes and behaviors.

<https://3rdmil.com/courses-overview/#mental-health-2>

These courses will be self-pay/student pay. If the parent/youth is found to be indigent the court will request to be put on the commissioner's court agenda and request the funds to be taken from the Youth Diversion Account for that purpose.

Code 133.102(e) 133.125, 134.103 (b), 134.156 Code of Criminal Procedure Article 45.056

Below are the courses provided by 3rd Millennium classrooms focusing on high risk youth.



This online shoplifting class is an intervention course used as a sanction for individuals charged with a shoplifting, impulse control, or petty theft violation. It covers critical topics such as victim impact, legal repercussions, types of shoplifters, and behavior-change strategies. The shoplifting class is written in a motivational interviewing style, drawing from personalized feedback and other evidence-based approaches to help shoplifters move towards change in behavior.

Shoplifting is the number one property crime in the U.S. with more than \$13 billion in merchandise stolen each year, averaging more than \$35 million – about 550,000 shoplifting incidents – per day.



Nicotine 101 is an online course that provides the necessary information and tools for students to make informed decisions and healthy choices involving tobacco use. Nicotine 101 aims to address the impact of all products containing nicotine including: smoking, vaping, dipping, and other nicotine-containing products. Nicotine 101 provides valuable and accurate information on short-term effects, as well as long-term use and adverse health effects, including the dangers of vaping. This course can be taken for nicotine prevention education with a student group or as individuals for tobacco intervention.



Under the Influence JV

3RD MILLENNIUM CLASSROOMS

Under the Influence JV is an intervention program used as a sanction for juvenile offenders with alcohol violations. It is a state law-specific course that addresses alcohol use. The course is relevant and individualized for each participating student, with critical feedback and interaction.

After completing the intervention, students will better understand the reasons why they drink alcohol and evaluate the outcomes. The outcomes will include identifying goals to make a positive change in personal alcohol use.



THC 101

3RD MILLENNIUM CLASSROOMS

This course is for use with cannabis, possession of drug paraphernalia, or drugged driving violations. Public education about the dangers associated with cannabis use, presented in a reasonable and balanced manner, is increasingly important to counteract public beliefs that cannabis use is harmless. Motivational enhancement therapy, or motivational interviewing, has been successful in helping inspire internally motivated change for individuals who use cannabis.



Other Drugs

3RD MILLENNIUM CLASSROOMS

This substance abuse prevention course is for use with for prescription drug or other illicit drug violations. In an effort to foster awareness of the consequences of prescription drug abuse, Other Drugs is an online intervention program for individuals charged with an alcohol or drug violation. Other Drugs focuses on prescription drug misuse for opiates, depressants, sedatives, hallucinogens, and fentanyl.



Conflict Wise

3RD MILLENNIUM CLASSROOMS

Conflict Wise is an intervention program to help young people recognize the impact of their behaviors. The course provides important skill training designed to teach conflict resolution strategies and ways to diffuse anger. Personalized feedback shows the effects and consequences of actions. Each student receives an action plan to better manage their behavior. This class is for use in domestic violence, anger management, partner violence, or stalking violations.



Respect & Resolve

3RD MILLENNIUM CLASSROOMS

This online course focuses on all aspects of forming safe and healthy relationships. Topics include emotional health, building self-esteem, communication and conflict resolution skills, awareness of types of abuse in relationships, and strategies for recognizing coercive tactics in relationships.

It can be incorporated into a sex education curriculum for high school students, covering topics such as abstinence, consent, and avoiding coercion. It can also be referred to individuals with a conduct violations related to sexting or coercive behaviors.



Bridging the Gap

3RD MILLENNIUM CLASSROOMS

Promoting safe communities through education on essential principles for creating a culture of respect and belonging.



Wellbeing 101

3RD MILLENNIUM CLASSROOMS

Course fostering mental health and overall wellness.



Parent Wise

3RD MILLENNIUM CLASSROOMS

Course to help parents of teens navigate difficult issues.



Red Flags

3RD MILLENNIUM CLASSROOMS

This online course is designed to train school personnel to identify the signs of human trafficking and how to report victims as well as covering common misconceptions people have about modern-day slavery.

Note: The list of online youth diversion courses is not an exclusive list. JP 2 may add or remove when considered appropriate for the offense the youth is charged with.

Diversion Agreement
Atascosa County Justice Court, Precinct Two

This document constitutes a Diversion Agreement between the Atascosa County Justice Court, Precinct Two and _____ (Child) and _____ (Parent). This Diversion Agreement is entered into as an (Intermediate Diversion under Article 45.309 of the Code of Criminal Procedure) (Judicial Diversion under Article 45.310 of the Code of Criminal Procedure).

The objectives of this agreement are entered into with consideration of the circumstances of the child, the best interests of the child, and the long-term safety of the community.

This agreement shall be effective on the _____ day of _____, 20____ and shall be in effect for a period of _____ days (*not to exceed 180 days*). During the period of this agreement, Child and Parent shall inform the Justice Court of the best address to receive notices, and of changes to that address. Child and Parent agree to contact Belinda Estrada, Shelby Espinosa, or Andea Rodriguez, Youth Diversion Coordinators of the Justice Court Precinct Two office, at the end of the diversion period to discuss the status of completion of this agreement.

During the period of this agreement, Child shall complete: (*Specify Child's responsibilities and check applicable Diversion Strategies*) _____

- ☐ Teen Court
- ☐ School-related program: _____
- ☐ Educational program: _____
- ☐ Rehabilitation program: _____
- ☐ Self-improvement program: _____
- ☐ Referred to a Service Provider: _____
- ☐ Tutoring
- ☐ Community-based Services: _____
- ☐ Mental health screening
- ☐ Clinical assessment
- ☐ Counseling
- ☐ Mentoring
- ☐ Mediation
- ☐ Alcohol Testing
- ☐ Drug Testing
- ☐ Course of treatment prescribed by a physician
- ☐ Restitution (*Diversion by Judge Only; Requires separate Order*)
- ☐ Community Service (*Diversion by Judge Only; Requires separate Order*)
- ☐ Other: _____ (*Diversion by Judge Only; Requires separate Order*)

During the period of this agreement, Parent shall: (*Specify Parent's responsibilities*) _____

During the period of this agreement, Parent (shall) (shall not) pay to the clerk of the Justice Court a \$50 administrative fee to defray the costs of this diversion.

DIVERSION AGREEMENT (Arts. 45.308, C.C.P.) (Page 2 of 2)

During the period of this agreement, the Justice Court shall refrain from processing criminal cases based upon allegations of conduct which occurred on or about the ____ day of _____, 20__ (Case). The following charge or offense is being diverted: _____.

Upon successful completion of this Diversion Agreement, the Justice Court shall not accept charges related to the Case. Child acknowledges that, upon successful completion of this diversion agreement, Child will be ineligible for diversion for a period of 365 days.

If Child and Parent do not successfully complete the terms of this diversion agreement, the child shall be referred to the court for a hearing, for the purpose of a conference between the judge of the Justice Court, Child, and Parent. Child and Parent may, after notifying the Justice Court, bring any other person who may be of assistance to Child or the Justice Court in determining what is in the best interests of Child and the long-term safety of the community.

Diversion is not an admission of guilt and a guilty plea is not required to participate in diversion.

Child hereby knowingly and voluntarily consents to diversion from criminal prosecution, as provided in this agreement, acknowledges and accepts the terms of this agreement, and verifies that Child received notice of the child's rights, including the right to refuse diversion.

Child's Signature Date

Parent hereby knowingly and voluntarily consents to diversion from criminal prosecution, as provided in this agreement, acknowledges and accepts the terms of this agreement, and verifies that Parent received notice of the child's rights, including the right to refuse diversion.

Parent's Signature Date

Editor's Note: Diversion under Subchapter E of Chapter 45 of the Code of Criminal Procedure applies to non-traffic offenses committed on or after January 1, 2025. See H.B. 3186 (88th Legislature, 2023).

HB 3186 TEXAS YOUTH DIVERSION
AND EARLY INTERVENTION ACT

ATASCOSA COUNTY JUSTICE OF THE
PEACE, PRECINCT TWO YOUTH
DIVERSION PLAN

The JP2 Diversion Plan has been established and will be implemented on January 1, 2025.

Prior to January 1, 2025, Justice Courts could only order diversion strategies after a case had resulted in a conviction or deferral of disposition. This program has been established to comply with HB3186 and to increase opportunities for the early identification of at-risk youth and the re-directing of children in our community that have been accused of certain gateway Class C Misdemeanors.

Atascosa County Justice of the Peace, Pct. Two currently does not have a need to fill a paid Juvenile Case Manager position nor to appoint one specific clerk to act as a Local Youth Diversion Coordinator. As a whole Atascosa County has not experienced a large amount of Fine only non-traffic offenses to justify the paid Juvenile Case Manager position as evidenced by our Texas Judicial Branch OCA Reports. The Justice Courts by statute must submit an activity report by the 20th of every month which includes all cases filed in the Justice Courts. This report also includes Juvenile cases.

As a result, on January 1, 2025, the tasks and duties of a Youth Diversion Coordinator will be included within the scope of a JP2 Justice Court Clerks role. The Clerks in the JP2 office will assist each other when and if these cases are filed. When this plan is implemented, they will be familiar with the rules and statutes regarding HB 3186 and will follow the guidelines established in the JP2 Youth Diversion Plan.

The need for this position may change as Atascosa County continues to grow and we will re-address this position once we find that our caseload increases in the future.

Per Govt. Code 22.1105(a) In every year that ends in 0 or 5 the Justice of the Peace must complete education related to youth diversion and understanding relevant issues of child welfare, including issues related to mental health and children with disabilities.

***Important Sidenote: Transfer to Juvenile Court is not affected. Article 45.303 does not preclude a case involving a child from being referred, adjudicated or disposed as conduct indicating a need for supervision under Title 3, Family Code or a waiver of criminal jurisdiction and transfer of a child's case as provided by Section 51.08 Family Code.*

HB 3186 MAKES DIVERSION A MANDATORY RULE FOR ALL JP COURTS AND:

****Juvenile/Minor** as defined for the purpose of HB 3186 pertaining to the Justice Court and criminal offenses: A Juvenile is at least 10 years of age but under 17 years of age at the time of committing a criminal offense.

- Mandatorily offered to Juveniles that have been accused of committing Class C misdemeanors punishable by fine only. There is no discretion on the part of the Court whether to offer it or not.
- This plan applies to offenses committed on or after January 1, 2025.
- The Diversion Agreement must have both the consent of the child and the consent of the parent. – Cannot proceed without both signatures.
- REMINDER: Under CCP Art. 45.0217 All records are confidential.
- SUCCESSFUL DIVERSION: All records shall be expunged without the requirement of a motion or request, on the child's 18th Birthday.

WHAT THE DIVERSION AGREEMENT MUST INCLUDE

- The Diversion Plan must be in writing. (See attached JP2 Diversion Agreement).
- The Diversion Plan agreement may not exceed 180 days.
- Must list the details (Requirements) of the Diversion Agreement.
- The Court can require child to be drug tested.
- The Court can require the child to participate or watch Education Programs. – Court may assign. (A list of the educational programs offered for the Diversion program can be found toward the end of this Diversion Plan).
- The Court can require the child to participate in Rehabilitation Programs

Who files the juvenile cases in the JP2 Court?

Citations are turned in to the Justice Court periodically throughout the month. We receive Citations from DPS, Atascosa County Sherriffs Office, Atascosa County Constable Precinct Two, Texas Parks and Wildlife Game Wardens and School Resource officers.

ENTERING THE MINOR'S CASE INTO CASE MANAGEMENT

Once the Clerk determines that the citation received for an eligible offense was issued to a minor the Clerk will manually enter the case as an Admin Case using JV DIV as the Case Category, the description will be listed as JV DIVERSION. This will allow the Court to track the juveniles' cases effectively for statistical purposes and to keep track of the \$50.00 administrative fees paid by the parents to defray the costs of the Diversion of the child's case under this subchapter.

JP2 YOUTH DIVERSION PLAN GUIDELINES AND ELIGIBILITY

Truancy is not included in the Diversion Plan because it is a Civil Case.

Depending on the circumstances, Diversion can take place prior to a charge being filed, after a charge is filed but before a plea is entered or after a finding of guilt at trial. The Statute of limitations is tolled during the process if diversion happens prior to filing.

The JP2 Diversion Plan will call for the charge to be filed only if the diversion is unsuccessful and a non-adversarial hearing has been held. JP2 pledges to do as much as possible to make each Diversion Plan a success. The filing of the charge will be a last resort.

A Diversion strategy may be imposed under:

Intermediate Diversion Article 45.309: Under the Diversion Plan; the child and the child's parent will be advised before a case is filed that the case may be diverted under this article for a reasonable period not to exceed 180 days.

Diversion by a Justice or Judge under Article 45.310: If a charge involving a child who is eligible for Diversion is filed with a court the Judge shall divert the case.

The Justice Court in Precinct two will handle the Diversions initially as an Intermediate Diversion. An admin case will initially be built for the Juvenile and will be handled as such.

The Juvenile Diversion Plan only applies to a child who is alleged to have engaged in conduct that constitutes a misdemeanor punishable by fine only other than a traffic offense.

- The Juvenile must be under 17 years of age at the time of the offense.
- This plan applies to offenses committed on or after January 1, 2025.
- The Child has not been diverted in the previous 365 days. This is based on the dates of the agreements, not the date of the Citation or the date of the Court Appearance.
- The Defendant must not have had an unsuccessful diversion.
- There must be no objection by the Atascosa County Attorney's office.
- The Court must have written consent of the defendant and the parent. (Parent includes a person standing in parental relation, a managing conservator, or a custodian).
- The Coordinator Must inform the child and parent that this program is strictly voluntary, and they may terminate the diversion at any time. If terminated the case will be referred to Court. CCP 45.309

GRADUATED SANCTIONS FOR CERTAIN SCHOOL OFFENSES: SECTION 37.144 EDUCATION CODE

A school district that commissions peace officers under Section 37.081 may develop a system of graduated sanctions that the school district may require to be imposed on a child before a complaint is filed under Section 37.145 against the child for a school offense that is an offense under Section 37.124 or 37.126 or under Section 42.01 (a)(1),(2),(3),(4), or (5) Penal Code. If the child fails to comply with or complete graduated sanction under 37.144, or if the school district has not elected to adopt a system of graduated sanctions under that section, the school may file a complaint against the child with the appropriate criminal court in accordance with Section 37.146.

ELIGIBLE SCHOOL OFFENSES

Sec. 37.124. DISRUPTION OF CLASSES.

Sec. 37.126. DISRUPTION OF TRANSPORTATION.

Sec. 42.01. DISORDERLY CONDUCT. (a) (1)(2)(3)(4)(5) Penal Code

Once filed in the JP Court they will be handled within the same guidelines as the Juvenile Non-Traffic Class C Misdemeanors.

A Diversion strategy under this subchapter may not require a child who is a home-schooled student, as defined by Section 29.916 Education Code, to:

- Attend an Elementary or Secondary School
- Use an educational curriculum other than the curriculum selected by the parent.

The Justice Court in Precinct two will handle the cases filed by the schools initially as an Intermediate Diversion. An admin case will initially be built for the Juvenile and will be handled as such.

IF THE JUVENILE IS CONTESTING THE CHARGE (NOT GUILTY PLEA)

The Clerk must first find out at the initial appearance whether the child is contesting the charge. The Clerk will speak to both the parent/guardian and child and will advise them of the option of intermediate diversion. The Court will provide detailed information regarding the strategies, what will be required from the minor, time frame (no more than 180 days) etc.... If the child is contesting the charge the Court will continue with the normal proceedings for a Juvenile formal criminal prosecution. The plea must be made in open court in front of the Judge. The child must be accompanied by the parent/guardian. The Clerk will create a JV criminal case for it and schedule a Bench trial.

When a Bench Trial or Jury Trial is held, and a finding of guilt is determined the clerk must check if the juvenile is eligible for Diversion. If the Juvenile is eligible the Court must offer the Diversion Plan. If they refuse the diversion plan the Court will proceed with the criminal conviction and run the Judgment to include Fine and Court Costs.

IF THE JUVENILE IS NOT CONTESTING THE CHARGE

Once it has been established that the minor is not contesting the charge the clerk will continue to lay out the diversion strategy that has been established for the minors in the JP Court.

They will be informed that this plan is strictly voluntary, and they can choose to end it at any time. If terminated, they will be referred to Court.

Not every diversion will be the same. It will be determined by the violation.

The Diversion plan will be in writing and will list the requirements of the Diversion Agreement in detail. It will identify the parties to the agreement and the responsibilities of the child and the child's parent to ensure their meaningful participation. The objectives in this agreement will be measurable, realistic, and reasonable and will take into consideration the circumstances of the child, the best interests of the child, and the long-term safety of the community.

This plan may include agreements with service providers or any other entity that provides services to children. There will be rules adopted for the purpose of coordinating services.

The Justice Court will utilize monies from the Diversion Fund to fund some of the programs that HB3186 suggests the JP Courts can offer or mandate as part of Community Service for these at-risk Juveniles, i.e., Tobacco, Alcohol and Drug Educational Programs, Rehabilitation Programs, Drug Testing, etc.

Currently \$5.00 out of the \$14.00 Local Consolidated Court Cost that is collected from every conviction in the JP Courts goes into an account formerly known as the Truancy Prevention and Diversion Account and is now renamed the Youth Diversion Account. Monies from this account can be used to hire the Juvenile Case Manager as well as programs designed to protect or reduce juvenile referrals to court. Code 133.102(e) 133.125, 134.103 (b), 134.156 Code of Criminal Procedure Article 45.056

Another way to fund these programs would be by utilizing the Juvenile Delinquency Prevention Funds. Article 102.0171 of the Texas Code of Criminal Procedure (Juvenile Delinquency Prevention Funds) is not a new

statute, but it was amended in 2023 to allow municipal and justice courts to collect a \$50 fine for graffiti convictions:

Before 2023: Only other trial courts were authorized to collect the \$50 fine.

After 2023: Municipal and justice courts are now authorized to collect the fine and deposit it in a juvenile delinquency prevention fund.

It allows the JP Courts to utilize the County Juvenile Delinquency Prevention Fund for Youth Diversion under Subchapter E, Chapter 45.

The Clerk will create the Diversion Agreement that will include Diversion Program Components consisting of the Youth Diversion Coordinators maintaining contact with the youth, the service providers and parents of the youth, to verify that the requirements of the agreement are being met. They will be taking active roles in communicating with the parents, the youth and the service providers.


The Parents, youth and the Court will be provided with a written signed copy of the Youth Diversion agreement and plan of action detailing what is expected and the possible consequences for non-compliance.

Both parties are required to attend face to face meetings with the Youth Coordinator as scheduled by the Court.

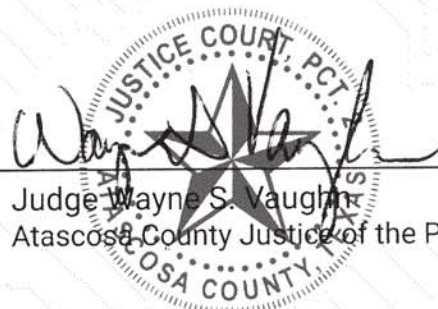
The successful completion of the Diversion Agreement will bar the charges leveled against the juvenile to be revived and prosecuted. The Court will automatically expunge the juveniles record on their 18th Birthday.

The coordinators will maintain records of all Diversion Plans for three years and keep a permanent file on all successful and unsuccessful plans.

Signed the 12th day of December 2024.



Judge Wayne S. Vaughn
Atascosa County Justice of the Peace, Pct. Two



The Justice Court Precinct Two will be utilizing online courses provided by 3rd Millenium Classrooms. 3rd Millennium focuses on interventions that change offender behavior related to alcohol, marijuana, vaping, prescription drug misuse, shoplifting, domestic violence, and anger-related violations. The classes are evidence-based online courses grounded in the most effective strategies for changing attitudes and behaviors.

<https://3rdmil.com/courses-overview/#mental-health-2>

These courses will be self-pay/student pay. If the parent/youth is found to be indigent the court will request to be put on the commissioner's court agenda and request the funds to be taken from the Youth Diversion Account for that purpose.

Code 133.102(e) 133.125, 134.103 (b), 134.156 Code of Criminal Procedure Article 45.056

Below are the courses provided by 3rd Millenium classrooms focusing on high risk youth.



This online shoplifting class is an intervention course used as a sanction for individuals charged with a shoplifting, impulse control, or petty theft violation. It covers critical topics such as victim impact, legal repercussions, types of shoplifters, and behavior-change strategies. The shoplifting class is written in a motivational interviewing style, drawing from personalized feedback and other evidence-based approaches to help shoplifters move towards change in behavior.

Shoplifting is the number one property crime in the U.S. with more than \$13 billion in merchandise stolen each year, averaging more than \$35 million – about 550,000 shoplifting incidents – per day.



Nicotine 101 is an online course that provides the necessary information and tools for students to make informed decisions and healthy choices involving tobacco use. Nicotine 101 aims to address the impact of all products containing nicotine including: smoking, vaping, dipping, and other nicotine-containing products. Nicotine 101 provides valuable and accurate information on short-term effects, as well as long-term use and adverse health effects, including the dangers of vaping. This course can be taken for nicotine prevention education with a student group or as individuals for tobacco intervention.



Under the Influence JV

3RD MILLENNIUM CLASSROOMS

Under the Influence JV is an intervention program used as a sanction for juvenile offenders with alcohol violations. It is a state law-specific course that addresses alcohol use. The course is relevant and individualized for each participating student, with critical feedback and interaction.

After completing the intervention, students will better understand the reasons why they drink alcohol and evaluate the outcomes. The outcomes will include identifying goals to make a positive change in personal alcohol use.



THC 101

3RD MILLENNIUM CLASSROOMS

This course is for use with cannabis, possession of drug paraphernalia, or drugged driving violations. Public education about the dangers associated with cannabis use, presented in a reasonable and balanced manner, is increasingly important to counteract public beliefs that cannabis use is harmless. Motivational enhancement therapy, or motivational interviewing, has been successful in helping inspire internally motivated change for individuals who use cannabis.



Other Drugs

3RD MILLENNIUM CLASSROOMS

This substance abuse prevention course is for use with for prescription drug or other illicit drug violations. In an effort to foster awareness of the consequences of prescription drug abuse, Other Drugs is an online intervention program for individuals charged with an alcohol or drug violation. Other Drugs focuses on prescription drug misuse for opiates, depressants, sedatives, hallucinogens, and fentanyl.



Conflict Wise

3RD MILLENNIUM CLASSROOMS

Conflict Wise is an intervention program to help young people recognize the impact of their behaviors. The course provides important skill training designed to teach conflict resolution strategies and ways to diffuse anger. Personalized feedback shows the effects and consequences of actions. Each student receives an action plan to better manage their behavior. This class is for use in domestic violence, anger management, partner violence, or stalking violations.

Respect & Resolve 3RD MILLENNIUM CLASSROOMS

This online course focuses on all aspects of forming safe and healthy relationships. Topics include emotional health, building self-esteem, communication and conflict resolution skills, awareness of types of abuse in relationships, and strategies for recognizing coercive tactics in relationships.

It can be incorporated into a sex education curriculum for high school students, covering topics such as abstinence, consent, and avoiding coercion. It can also be referred to individuals with a conduct violations related to sexting or coercive behaviors.

Bridging the Gap 3RD MILLENNIUM CLASSROOMS

Promoting safe communities through education on essential principles for creating a culture of respect and belonging.

Wellbeing 101 3RD MILLENNIUM CLASSROOMS

Course fostering mental health and overall wellness.

Parent Wise 3RD MILLENNIUM CLASSROOMS

Course to help parents of teens navigate difficult issues.

Red Flags 3RD MILLENNIUM CLASSROOMS

This online course is designed to train school personnel to identify the signs of human trafficking and how to report victims as well as covering common misconceptions people have about modern-day slavery.

Note: The list of online youth diversion courses is not an exclusive list. JP 2 may add or remove when considered appropriate for the offense the youth is charged with.

Diversion Agreement
Atascosa County Justice Court, Precinct Two

This document constitutes a Diversion Agreement between the Atascosa County Justice Court, Precinct Two and _____ (Child) and _____ (Parent). This Diversion Agreement is entered into as an (Intermediate Diversion under Article 45.309 of the Code of Criminal Procedure) (Judicial Diversion under Article 45.310 of the Code of Criminal Procedure).

The objectives of this agreement are entered into with consideration of the circumstances of the child, the best interests of the child, and the long-term safety of the community.

This agreement shall be effective on the _____ day of _____, 20____ and shall be in effect for a period of _____ days (*not to exceed 180 days*). During the period of this agreement, Child and Parent shall inform the Justice Court of the best address to receive notices, and of changes to that address. Child and Parent agree to contact Belinda Estrada, Shelby Espinosa, or Andea Rodriguez, Youth Diversion Coordinators of the Justice Court Precinct Two office, at the end of the diversion period to discuss the status of completion of this agreement.

During the period of this agreement, Child shall complete: (*Specify Child's responsibilities and check applicable Diversion Strategies*) _____

- ☐ Teen Court
- ☐ School-related program: _____
- ☐ Educational program: _____
- ☐ Rehabilitation program: _____
- ☐ Self-improvement program: _____
- ☐ Referred to a Service Provider: _____
- ☐ Tutoring
- ☐ Community-based Services: _____
- ☐ Mental health screening
- ☐ Clinical assessment
- ☐ Counseling
- ☐ Mentoring
- ☐ Mediation
- ☐ Alcohol Testing
- ☐ Drug Testing
- ☐ Course of treatment prescribed by a physician
- ☐ Restitution (*Diversion by Judge Only; Requires separate Order*)
- ☐ Community Service (*Diversion by Judge Only; Requires separate Order*)
- ☐ Other: _____ (*Diversion by Judge Only; Requires separate Order*)

During the period of this agreement, Parent shall: (*Specify Parent's responsibilities*) _____

During the period of this agreement, Parent (shall) (shall not) pay to the clerk of the Justice Court a \$50 administrative fee to defray the costs of this diversion.

DIVERSION AGREEMENT (Arts. 45.308, C.C.P.) (Page 2 of 2)

During the period of this agreement, the Justice Court shall refrain from processing criminal cases based upon allegations of conduct which occurred on or about the ____ day of _____, 20__ (Case). The following charge or offense is being diverted: _____.

Upon successful completion of this Diversion Agreement, the Justice Court shall not accept charges related to the Case. Child acknowledges that, upon successful completion of this diversion agreement, Child will be ineligible for diversion for a period of 365 days.

If Child and Parent do not successfully complete the terms of this diversion agreement, the child shall be referred to the court for a hearing, for the purpose of a conference between the judge of the Justice Court, Child, and Parent. Child and Parent may, after notifying the Justice Court, bring any other person who may be of assistance to Child or the Justice Court in determining what is in the best interests of Child and the long-term safety of the community.

Diversion is not an admission of guilt and a guilty plea is not required to participate in diversion.

Child hereby knowingly and voluntarily consents to diversion from criminal prosecution, as provided in this agreement, acknowledges and accepts the terms of this agreement, and verifies that Child received notice of the child's rights, including the right to refuse diversion.

Child's Signature Date

Parent hereby knowingly and voluntarily consents to diversion from criminal prosecution, as provided in this agreement, acknowledges and accepts the terms of this agreement, and verifies that Parent received notice of the child's rights, including the right to refuse diversion.

Parent's Signature Date

Editor's Note: Diversion under Subchapter E of Chapter 45 of the Code of Criminal Procedure applies to non-traffic offenses committed on or after January 1, 2025. See H.B. 3186 (88th Legislature, 2023).

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 12/23/2024

Item Title:

Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Discuss and/or take appropriate action to approve the Atascosa County Historical Commission Membership Roster for 2025-2026 appointment years.

ATTACHMENTS



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Stephanie Brown: Discuss and/or take appropriate action concerning personnel:

New Employee:	Antonio Serna
Position:	Assistant Public Defender
Pay Rate:	\$80,000.00 annually
Salary Budget Area:	012-488-403
Start Date:	January 6, 2025
Physical:	pending
Drug Test:	pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period

Requested Action

Elizabeth Branson: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Violet Corona
Position:	Administrative Assistant
Pay Rate:	\$43,000.00 annually
Salary Budget Area:	012-458-404
Start Date:	12/23/2024
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST (GENERAL)

Agenda Item 9.

Meeting Date: 12/23/2024
Item Title: 2025-2026 Fire Service Contract
Submitted For: Ronald Sanchez, Fire Marshal

Discuss and/or take appropriate action concerning:

Ronald Sanchez: Discuss and/or take appropriate action concerning approving the FY 2025-2026 Fire Service Contract for Blackhill VFD, Campbellton "Paisano" VFD, Charlotte VFD, Leming VFD, Poteet VFD, Rossville VFD, Jourdanton VFD, Christine VFD, Pleasanton FD and direct Judge to sign. See attached.

ATTACHMENTS

[illegible]

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS

§
§
§

FISCAL YEAR 2024 TO 2025

COUNTY OF ATASCOSA

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the PAISANO VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated PAISANO VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated PAISANO VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated PAISANO VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated PAISANO VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$24,300.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$9,150.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$9,150.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$6,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$24,300.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2024, or the date that both Parties have signed within the 2024 - 2025 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2024.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY *only to the limited extent mandated by law*. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is *not intended to be an agent and is not an agent* of County for any purpose.**

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
Weldon Cude
#1 Courthouse Circle Drive, Suite #101
Jourdanton, Texas 78026

To VFD: Paisano Volunteer Fire Department
Fire Chief: Chris Llamas
P.O. Box 5
Campbellton TX 78008

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.


Dated to be effective this the 11 day of December, 20 23.

Atascosa County, Texas, a political subdivision of the State of Texas:

By: [Signature]
Weldon Cude, County Judge

Date: 12/11/2023

Paisano Volunteer Fire Department, a not-for-profit corporation:

By: 
President
Printed Name: Jason Woodlee

Date: 11/15/23

By: 
Fire Chief
Printed Name: Chris Llamas

Date: 11/15/23

****By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).***

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS

§

COUNTY OF ATASCOSA

§

§

FISCAL YEAR 2024 TO 2025

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the ROSSVILLE VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated ROSSVILLE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated ROSSVILLE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated ROSSVILLE VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

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(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

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(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

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(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

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(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$20,000.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$7,000.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$7,000.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$6,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$20,000.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2023, or the date that both Parties have signed within the 2023 - 2024 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2023.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY only to the limited extent mandated by law. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is not intended to be an agent and is not an agent of County for any purpose.**

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
Weldon Cude
#1 Courthouse Circle Drive, Suite #101
Jourdanton, Texas 78026

To VFD: Rossville Volunteer Fire Department
Fire Chief

Christopher Gonzales
CR. [Signature]

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.

Dated to be effective this the 11 day of December, 20 23

Atascosa County, Texas, a political subdivision of the State of Texas:

By: [Signature]
Weldon Cude, County Judge

Date: 12/11/23

Rossville Volunteer Fire Department, a not-for-profit corporation:

By: 
President

Date: 11-7-23

Printed Name: Marcus Krempin

By: 
Fire Chief

Date: 11-7-23

Printed Name: Christopher Gonzales

**By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).*

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS	§	
	§	
COUNTY OF ATASCOSA	§	FISCAL YEAR 2024 TO 2025

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the LEMING VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated LEMING VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated LEMING VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated LEMING VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated LEMING VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$32,000.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$13,000.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$13,000.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$6,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$32,000.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2024, or the date that both Parties have signed within the 2024 - 2025 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2024.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY only to the limited extent mandated by law. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is not intended to be an agent and is not an agent of County for any purpose.**

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
Weldon Cude
#1 Courthouse Circle Drive, Suite #101
Jourdanton, Texas 78026

To VFD: Leming Volunteer Fire Department
Fire Chief



Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.

Dated to be effective this the 11 day of December, 20 23.

Atascosa County, Texas, a political subdivision of the State of Texas:

By: Weldon Cude
Weldon Cude, County Judge

Date: 12/11/23

Leming Volunteer Fire Department, a not-for-profit corporation:

By: 
President

Date: 11/06/2023

Printed Name: Domingo Martinez

By: 
Fire Chief

Date: 11/06/2023

Printed Name: Loren Allege

****By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).***

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS

§

FISCAL YEAR 2024 TO 2025

COUNTY OF ATASCOSA

§

§

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the BLACKHILL VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated BLACKHILL VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated BLACKHILL VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated BLACKHILL VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated BLACKHILL VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$18,000.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$6,000.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$6,000.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$6,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$18,000.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2023, or the date that both Parties have signed within the 2023 - 2024 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2023.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY only to the limited extent mandated by law. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is not intended to be an agent and is not an agent of County for any purpose.**

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
 Weldon Cude
 #1 Courthouse Circle Drive, Suite #101
 Jourdanton, Texas 78026

To VFD: Blackhill Volunteer Fire Department
 Fire Chief

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.

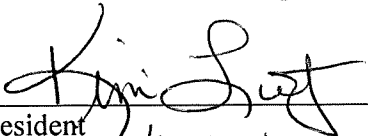
Dated to be effective this the 11 day of December, 2023

Atascosa County, Texas, a political subdivision of the State of Texas:


By: 
Weldon Cude, County Judge

Date: 12/11/23

Blackhill Volunteer Fire Department, a not-for-profit corporation:

By: 
President
Printed Name: Kim Lutz

Date: 12/4/2023

By: 
Fire Chief
Printed Name: MARK LUTZ

Date: 12/4/2023

**By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).*

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS

§
§
§

FISCAL YEAR 2024 TO 2025

COUNTY OF ATASCOSA

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the POTEET VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated POTEET VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated POTEET VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated POTEET VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated POTEET VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$31,000.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$15,500.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$15,500.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$11,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$42,000.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2024, or the date that both Parties have signed within the 2024 - 2025 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2024.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY *only to the limited extent mandated by law*. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is *not intended to be an agent and is not an agent of County for any purpose*.**

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
 Weldon Cude
 #1 Courthouse Circle Drive, Suite #101
 Jourdanton, Texas 78026

To VFD: Poteet Volunteer Fire Department
 Fire Chief

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.


Dated to be effective this the 11 day of December, 2023

Atascosa County, Texas, a political subdivision of the State of Texas:


By: [Signature]
Weldon Cude, County Judge

Date: 12/11/2023

Poteet Volunteer Fire Department, a not-for-profit corporation:

By: 
President
Printed Name: Rick Flores

Date: 11-15-23

By: 
Fire Chief
Printed Name: Curtis Adams

Date: 11-15-2023

**By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).*

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS

§
§
§

FISCAL YEAR 2024 TO 2025

COUNTY OF ATASCOSA

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the CHARLOTTE VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated CHARLOTTE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated CHARLOTTE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated CHARLOTTE VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated CHARLOTTE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$18,000.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$6,000.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$6,000.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$6,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$18,000.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2024, or the date that both Parties have signed within the 2024 - 2025 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2024.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY *only to the limited extent mandated by law*. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is *not intended to be an agent and is not an agent of County for any purpose.***

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
Weldon Cude
#1 Courthouse Circle Drive, Suite #101
Jourdanton, Texas 78026

To VFD: Charlotte Volunteer Fire Department
Fire Chief

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.


Dated to be effective this the 11 day of December, 2023.

Atascosa County, Texas, a political subdivision of the State of Texas:

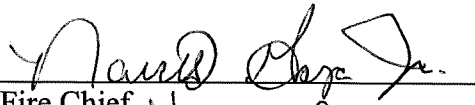
By: [Signature]
Weldon Cude, County Judge

Date: 12/11/2023

Charlotte Volunteer Fire Department, a not-for-profit corporation:

By: 
President
Printed Name: Clarissa A. Rimo

Date: 11-28-23

By: 
Fire Chief
Printed Name: NARCISO GARZA

Date: 11-28-23

****By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).***

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS

§

FISCAL YEAR 2024 TO 2025

COUNTY OF ATASCOSA

§

§

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the JOURDANTON VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated JOURDANTON VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated JOURDANTON VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated JOURDANTON VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated JOURDANTON VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$39,000.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$14,000.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$14,000.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$11,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$39,000.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2024, or the date that both Parties have signed within the 2024 - 2025 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2024.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY only to the limited extent mandated by law. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is not intended to be an agent and is not an agent of County for any purpose.**

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
Weldon Cude
#1 Courthouse Circle Drive, Suite #101
Jourdanton, Texas 78026

To VFD: Jourdanton Volunteer Fire Department
Fire Chief

P.O. Box 821
Jourdanton, TX 78026

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.


Dated to be effective this the 11 day of December, 20 23

Atascosa County, Texas, a political subdivision of the State of Texas:

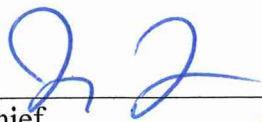
By: [Signature]
Weldon Cude, County Judge

Date: 12/11/2023

Jourdanton Volunteer Fire Department, a not-for-profit corporation:

By: 
President
Printed Name: Pete Schorsch

Date: 11-14-23

By: 
Fire Chief
Printed Name: Jay Fajtik

Date: 11/14/23

****By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).***

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS

§
§
§

FISCAL YEAR 2024 TO 2025

COUNTY OF ATASCOSA

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the CHRISTINE VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with an not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Fire Fighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to fire fighting and fire protection services provided by VFD within the "Designated CHRISTINE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated CHRISTINE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated CHRISTINE VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated CHRISTINE VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regards to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to fire fighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$15,200.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$4,600.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$4,600.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$6,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$15,200.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2024, or the date that both Parties have signed within the 2024 - 2025 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2024.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a fire fighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, **VFD acts as an agent of the COUNTY *only to the limited extent mandated by law*. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is *not intended to be an agent and is not an agent of County for any purpose.***

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
Weldon Cude
#1 Courthouse Circle Drive, Suite #101
Jourdanton, Texas 78026

To VFD: Christine Volunteer Fire Department
Fire Chief

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

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(L) No Third Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.

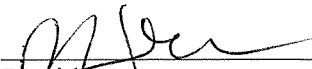
Dated to be effective this the 11 day of December, 20 23.

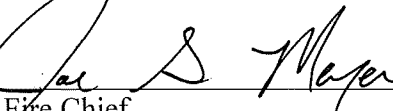
Atascosa County, Texas, a political subdivision of the State of Texas:

By: [Signature]
Weldon Cude, County Judge

Date: 12/11/23

Christine Volunteer Fire Department, a not-for-profit corporation:

By:  Date: 12.7.23
President
Printed Name: Matthew Terk

By:  Date: 12-7-23
Fire Chief
Printed Name: Joe S. Meyer

**By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval, and should seek review and approval by their own respective attorney(s).*

**AGREEMENT FOR FIRE FIGHTING AND FIRE PROTECTION SERVICES WITH A
VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS	§	
	§	FISCAL YEAR 2025 TO 2026
COUNTY OF ATASCOSA	§	

WHEREAS, ATASCOSA COUNTY, TEXAS, hereinafter “COUNTY,” is a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Section 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide firefighting and fire protection services to an area of the COUNTY that is located outside the corporate limits of any city, town or village; and

WHEREAS, the ATA-BEXAR VOLUNTEER FIRE DEPARTMENT, hereinafter “VFD,” is an incorporated volunteer fire department located within COUNTY; and

WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY is contracting with a not-for-profit tax-exempt entity to provide a public service, because VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services; and

WHEREAS, this agreement and contract is made between COUNTY and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with providers for services for the public.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the Parties named above do hereby agree as follows:

I. DEFINITIONS

“Firefighting and Fire Protection Services” shall mean and include, but not be limited to, assisting in service initiatives, programs and strategies to reduce fire calls, rescuing life involved in fire incidents, controlling and extinguishing fires, driving, maneuvering, and redeploying fire service vehicles, mitigating damage to the environment and to property, maintaining firefighting and

emergency capabilities and equipment in a state of readiness, and maintaining an active roster of at least eight (8) firemen.

II. PUBLIC PURPOSE

(A) The purpose of this agreement is to provide public firefighting and fire protection services and other limited related emergency response services within the area of COUNTY that lies outside the boundaries of any municipal government. COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this agreement does not attempt to usurp the authority of municipalities to manage, regulate, and provide firefighting and fire protection services within municipal boundaries.

(B) It is agreed by COUNTY and VFD that the terms of this agreement shall only be applicable to firefighting and fire protection services provided by VFD within the "Designated ATA-BEXAR VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached hereto as Exhibit "A" and incorporated herein and made a part hereof.

III. VFD OBLIGATIONS

VFD, as a part of this agreement, and as a condition precedent of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) VFD will provide firefighting and fire protection services for all persons and property within the "Designated ATA-BEXAR VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas, and a photocopy of which is attached to this Agreement as Exhibit "A" and incorporated herein and made a part hereof. Further, VFD agrees that it shall be the First Responder for firefighting and fire protection services within the "Designated ATA-BEXAR VFD Area."

(1) Upon receipt of emergency information invoking the services provided by this agreement, a first call response shall be made by VFD. A first call response by VFD shall be completed in accordance with the terms of this agreement.

(2) If VFD is unable to respond, COUNTY dispatch shall be **IMMEDIATELY** notified by VFD of its inability to provide firefighting and fire protection services and a broadcast will be made by COUNTY for general response. Complete failure of communication or dispatch contact will be treated as an inability to respond by VFD, and COUNTY will then default and broadcast to general response.

(B) VFD expressly agrees to save, indemnify, and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.

(C) Emergency services, other than those concerning firefighting and fire protection services in the "Designated ATA-BEXAR VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, are not subject to this agreement. In the event VFD provides services not provided for by this agreement, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION, INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO OR BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR VFD, AND VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY'S FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND/OR PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION. It is further expressly understood and agreed that no official, employee or agent of COUNTY has authority to bind COUNTY to be liable for the manner and means of providing firefighting and fire protection services.

(D) VFD shall use reasonable diligence and effort to provide the firefighting and fire protection services and related emergency response services it has contracted to provide by this agreement and to provide immediate, direct, and competent supervision of VFD members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers, if any, in the furtherance of the purposes, terms, and conditions of this agreement. The Parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(1) VFD agrees to provide firefighting and fire protection services with such personnel and equipment that is determined by VFD to be adequate and appropriate to successfully and timely complete said services and VFD shall be responsible for determining the techniques utilized to complete said services.

(2) VFD, at its sole expense, shall maintain an active training schedule for all fire personnel within the department. In regard to the training requirements, at a minimum, thirty percent (30%) of the VFD membership shall have completed at least, twenty (20) hours of training by the first day of the last month of this agreement. All training shall be in accordance with the Texas State Fireman and Fire Marshal's Association (SFFMA) curriculum or the

Texas Commission on Fire Protection Standards (TCFP) or the authority having jurisdiction (AHJ).

(3) All training hours required herein will be certified to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(4) All training shall be conducted by

(a) Local Training. A fire department training coordinator selected from within VFD and in accordance with a scheduled lesson plan. Local training must be documented with a roster signed by all attendees. This documentation must include the class subject materials, the number of hours of training being completed. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement. *The county will accept hours for training conducted by a non-certified trainer, such as the Fire Chief or a VFD training officer as long as the Fire Chief provides clear documentation of the training, its description and its length. The Fire Chief must attest to the documentation submitted to the county. The county will accept hours from fire training webinars if the criteria meets the requirements of this contract. Webinar hours must be attested to by the Fire Chief.*

(b) Commercial Training. A training provided by an organization recognized by the Texas Fireman's and Fire Marshal's Association providing commercial training sessions documented by certification issued by the training organization. These documents shall be turned in to the County Fire Marshal no later than the fifteenth (15th) day of the last month of this agreement.

(5) Failure to complete the required training and/or submit the required documentation in a timely manner shall be considered good cause for default and termination of the agreement and shall result in forfeiture of the funds consideration.

(E) VFD agrees to cause its members, employees, agents, contractors, sub-contractors, laborers, volunteers and/or personnel providing firefighting and fire protection services the subject of this agreement, when performing such services, to conduct themselves in a professional manner and to comply with applicable federal, state, county and city laws, regulations and/or ordinances. All firemen, volunteer or otherwise, of VFD must be members of VFD and properly trained and equipped to perform firefighting and fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Atascosa County and/or County Fire Marshal. VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for by Texas law.

(F) VFD, in carrying out the terms of this agreement, will in good faith and where possible, attempt not to utilize any person under 18 years of age in the performance of the services to be provided under this agreement.

(G) It is agreed that VFD shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations and shall cooperate with any such investigation made by the appropriate County Fire Marshal, State Fire Marshal, County Sheriff and/or other law enforcement agencies or their designees.

(H) The books and records maintained for operating VFD shall be open to inspection by COUNTY or its designated representatives by a scheduled appointment with the VFD Treasurer and President but shall not exceed more than ten (10) days from initial request date. The request will be made via email and the time frame will begin one day after the email has been sent.

(I) VFD shall submit semiannual (July/January) financial reports, including but not limited to copies of invoices, receipts, deposit slips, checks, and/or checkbook registers, to COUNTY no later than the first Friday of the corresponding month.

(1) VFD agrees to maintain a separate account for the funds paid under this agreement and shall furnish to COUNTY a financial statement and itemized expense report concerning receipts and payments from said account, not later than the first Friday of July and January months. All reports and statements shall have sufficient information to establish compliance with the terms of this agreement and to qualify each expense paid by VFD. Department ledgers (copies) as well as official bank statements will be required as part of the financial report's paperwork to be submitted.

(J) VFD agrees to submit, not later than the first Friday of the first month of the following New Year, a final run report listing the total number of runs made for each month of the agreement year. All department fire runs will be divided by County calls, City calls, and all mutual aid calls where the VFD responded to assist another agency. A full log of all calls run for the year will be furnished to the County. Concurrently, VFD agrees to provide the Fire Marshal with a list of training that each of the members of the department received. All documents shall be provided to the County Fire Marshal and shall be signed and certified by an approved officer/coordinator of VFD.

(K) COUNTY recommends VFD to maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding VFD's performance under this agreement. VFD recognizes that COUNTY has no responsibility to furnish this coverage and **VFD waives any right to pursue COUNTY for potential liability regarding payments for this coverage or for potential liability regarding payments for claims filed against this coverage.**

(L) VFD agrees to all terms and conditions of the Atascosa County Emergency Management Plan, a copy of which is available for review at the Office of Emergency Management, and which is made a part hereof by reference, currently in effect at the time of signing this agreement and specifically agrees to participate in the plan under emergency conditions and meet all requirements with regard to firefighting and emergency control as set forth in the Atascosa County Emergency Management Plan.

(M) VFD agrees to be subject to random audits by the Atascosa County Auditor's Office to ensure that funds paid by COUNTY are expended for firefighting and fire protection purposes.

(N) VFD agrees and warrants that, as a condition precedent for the distribution of any funds as consideration, VFD will become an incorporated not-for-profit tax-exempt organization as defined by state and federal laws and regulations within ninety (90) days of the Effective Date of this agreement. Thereafter, VFD will, at all times, maintain its state and federal not-for-profit tax-exempt status, and VFD will, at all times, comply with all state and federal regulations, laws, and provisions governing not-for-profit tax-exempt organizations. It is hereby agreed and understood by the Parties that should VFD fail to become an incorporated not-for-profit tax-exempt organization within the ninety (90) day period, this agreement, and the obligations contained herein, shall be null and void in its entirety.

IV. COUNTY OBLIGATIONS

In addition to any emergency communication systems that may be available to or in the possession of VFD, COUNTY will provide emergency communications and dispatch services for receiving and the dispatch of calls for emergency personnel.

V. CONSIDERATION

(A) For the services provided herein, COUNTY shall provide to VFD a total sum not to exceed \$16,500.00 during the term of this agreement. All sums to be paid under this agreement by the COUNTY shall be made from current revenues available. All sums paid under this agreement by the COUNTY shall be used by VFD to directly fulfill and benefit its ability to perform firefighting and fire protection services.

(B) The Parties agree that \$5,250.00 will be paid to VFD within thirty (30) days of the Effective Date of this agreement.

(C) The Parties agree that the second disbursement of \$5,250.00 will be paid to VFD upon written proof of completion of the training requirements in Section III (D), above.

(D) The Parties agree that in addition to the payments set forth in Section 5 (B) and (C) above, a disbursement in the amount of \$6,000.00 will be payable upon written proof to the County that the VFD has obtained an Accidental Death and Dismemberment (AD&D) policy, to be maintained for the duration of this agreement or longer. VFD is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in the sufficient amounts, duration, or types. Should VFD fail to provide written proof of an AD&D policy, under no circumstances shall the VFD be entitled to the amount stipulated in this Section 5(D). Should VFD let such policy lapse during the term of this agreement, the sum provided for under the Section 5 (D) shall be forfeited by the VFD and shall be returned to the County.

(E) It is expressly agreed by the Parties that the COUNTY has allocated the maximum of \$16,500.00 specifically for the full discharge of VFD's obligations under this agreement and it is agreed that COUNTY is in no way obligated to pay VFD any more than the maximum allocated.

VI. MISAPPROPRIATION OF FUNDS

During the term of this agreement and thereafter, VFD shall not make any use of any sums paid by COUNTY, except for the benefit and advancement of VFD's firefighting and fire protection services as required in the course of the performance of its services under this agreement.

VII. DEFAULT

(A) In the event either Party shall fail to keep, observe or perform any provision of this agreement, the breaching Party shall be deemed in default. If such default shall not be corrected within thirty (30) days after written notice thereof given by the non-breaching Party to the other, then the non-breaching Party shall be entitled to terminate this agreement immediately. (B) The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

VIII. EFFECTIVE DATE

(A) The effective date of this agreement shall be the 1st day of January 2025, or the date that both Parties have signed within the 2025 - 2026 fiscal year, whichever is later, and this agreement shall expire at midnight of the 31st day of December 2025.

(B) The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a firefighting and fire protection services agreement between COUNTY and VFD, must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

IX. TERMINATION

(A) By Mutual Agreement. This agreement may be terminated by mutual agreement of VFD and COUNTY, as evidenced by a written termination agreement.

(B) For Misappropriation of funds. If VFD misappropriates funds paid to it under this agreement, the COUNTY may summarily and immediately terminate this agreement and all remaining sums either paid to VFD, but not expended or due to be paid to VFD shall be forfeited by VFD and shall be returned to COUNTY or retained by COUNTY.

(C) The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the fire department employees, volunteers, or agents are not performing their duties and obligations in a safe manner.

(D) By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

X. GENERAL PROVISIONS

(A) Agent for Limited Purposes Only. COUNTY and VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by VFD for COUNTY under this agreement and that when engaged in the scope of its duty to provide firefighting and fire protection services for the residents in any part of the "Designated VFD Area" shown on the "First Call for Response Area" shown by the official Fire Protection Zone Map, VFD **acts as an agent of the COUNTY only to the limited extent mandated by law. However, it is understood and agreed by COUNTY and VFD that VFD is a private not-for-profit corporation and not a governmental entity, and VFD is not intended to be an agent and is not an agent of County for any purpose.**

(1) VFD is an independent contractor and shall have the sole discretion to determine the skill certification level of firemen based on its right to supervise, manage, control, and direct the performance of its members, employees, agents, contractors, sub-contractors, laborers, and/or volunteers and the performance of the firefighting and fire protection services.

(2) Nothing contained within this agreement shall be deemed or construed by the Parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the Parties, **it being expressly understood and agreed that no provision contained in this agreement nor any acts of the Parties hereto shall be deemed to create any other relationship between the Parties other than the relationship of independent contractor.**

(3) COUNTY looks to VFD for results only.

(B) Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such event the parties agree

to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

(C) Notices. Any notice permitted or required to be given must be in writing and may be given by certified United States Mail, return receipt requested, addressed to:

To COUNTY: County Judge
Weldon Cude
#1 Courthouse Circle Drive, Suite #101
Jourdanton, Texas 78026

To VFD: Ata-Bexar Volunteer Fire Department
Fire Chief Dawson Williamson
25580 Pleasanton Rd
San Antonio, TX 78264

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

(D) Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(E) Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.

(F) Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

(G) Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses, nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

(H) Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

(I) Entire Agreement. This agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.

(J) Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this agreement.

(K) Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

(L) No Third-Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.

(M) Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

(N) Waiver. The failure of the County to insist on a strict performance of any of the terms or conditions of this Agreement shall be deemed a waiver of the rights or remedies that the County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms or conditions.

(O) Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both Parties.

Dated to be effective this the _____ day of _____, 20_____.

Atascosa County, Texas, a political subdivision of the State of Texas:

By: _____
Weldon Cude, County Judge

Date: _____

Ata-Bexar Volunteer Fire Department, a not-for-profit corporation:

By: [Signature]
President

Date: 12-13-24

Printed Name: Cynthia Sears Thompson

By: [Signature]
Fire Chief

Date: 12-13-24

Printed Name: Danison Williamson

**By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should NOT rely on this approval and should seek review and approval by their own respective attorney(s).*

**INTERLOCAL AGREEMENT BETWEEN ATASCOSA COUNTY
AND THE CITY OF PLEASANTON, TEXAS FOR FIRE PROTECTION
AND FIRST RESPONDER SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into by and between **ATASCOSA COUNTY**, a political subdivision of the State of Texas ("County"), and the **CITY OF PLEASANTON**, a duly incorporated municipality of the State of Texas ("City"), hereafter collectively referred to as the "parties," for the purpose of providing fire protection services to the residents and businesses located in the County.

WITNESSETH:

WHEREAS, the parties are created and operating under the laws and Texas Constitution which authorize the provision of fire protection services to the residents and businesses within the County as allowed by law; and

WHEREAS, the Commissioners Court of Atascosa County and the City of Pleasanton have each found that contracting to provide fire protection services and first responder services to the County provides opportunity for increased services, efficiency, and economic benefits for the citizens of each such entity;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to state law including, but not limited to, the Interlocal Act, Chapter 791, Texas Government Code;

WHEREAS, the Texas Local Government Code, §352.001(b)(3), *et seq.*, authorizes the County to enter into contracts with municipalities for making fire protection services available to the County; and

WHEREAS, the Commissioners Court of Atascosa County desires to contract with the City to provide fire protection and first responder services to the residents and businesses located in the County.

WHEREAS, the services provided or equipment to be used pursuant to this Agreement are a government function and the County and the City desire to contract in a manner to permit the entity providing such service, personnel or use of equipment, latitude and discretion to determine the level and quality of service and equipment to be used, subject to the terms, provisions, and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**ARTICLE I.
PURPOSE**

The purpose of this Agreement is to provide fire protection services to the residents and businesses in that area located in Atascosa County more particularly described on *Exhibit "A"*

attached hereto and included herein for the purpose of establishing the "designated area" and as shown by the official Fire Protection Zone Map on file with the minutes of the Atascosa County Commissioners Court in Jourdanton, Texas. The City has the authority to request that other agencies provide mutual aid or other assistance in providing the services listed above through mutual aid on a call-by-call basis.

ARTICLE II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

ACTIVE FIRE FIGHTER: An active paid or volunteer firefighter of the City of Pleasanton.

FIRE ALARM: Any request for emergency Fire Services as required hereunder.

FIRE FIGHTING EQUIPMENT: The vehicles and protective clothing designed and used in fire protection and suppression activities hereunder. This includes fire suppression vehicles and all related materials normally carried on or utilized by these vehicles, including, but not limited to, hoses, wrenches, generators, exhaust fans, nozzles, ladders, rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-out jackets and pants, hazardous materials suits, and similar personal protective equipment.

FIRE SERVICES: Fire protection and suppression, fire prevention, hazardous materials control and abatement, rescue, and other emergency and non-emergency services provided to the public as necessary. To include First Responder response for emergency medical services within the unincorporated portion of the "designated service area".

PAID FIREFIGHTER: A person, at least nineteen (19) years of age, who meets the criteria set forth by the Texas Commission on Fire Protection, is certified as an emergency care attendant or higher by the Texas Department of State Health Services and is an employee of the City.

TRAINING PROGRAM: A program consisting of a minimum of twenty (20) hours per year, utilizing criteria set forth by the Texas Commission on Fire Protection for paid firefighters.

VOLUNTEER FIREFIGHTER: A person, at least nineteen (19) years of age, who meets the criteria set forth by the Pleasanton Fire Department.

ARTICLE III. TERM

Subject to the termination and additional terms and conditions set out below, the initial term of this Agreement is for the period beginning the ___st day of _____, and ending _____. The County is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. Any provision that would provide for automatic renewal of this agreement would necessarily establish a debt. Consequently, there shall be no automatic renewal of this agreement. It is agreed that renewal of a firefighting and fire

protection services agreement between County and City must be by execution of a new agreement for each fiscal year intended to be covered by the agreement.

ARTICLE IV. OBLIGATIONS OF THE CITY

The City shall provide Fire Services to the County as if the County were located within the City limits, under the same response protocols and without a reduction of the nature or quality of response. The City agrees to perform, at a minimum, the following services for the benefit of those persons residing in the designated area:

- A. Assist the County in fire prevention programs.
- B. Maintain a continuing training program for qualified fire services personnel.
- C. Monitor the Fire Alarm or alert system and radio system on a 24-hour basis, and assure, to the extent possible within the City, that adequate personnel are available to respond to each emergency to which the City is dispatched hereunder.
- D. Respond to emergencies within the designated area on a 24-hour per day, seven day per week basis.
- E. Respond to emergencies when dispatched in the designated area on the same priority as provided to the residents and businesses of the City.
- F. Provide the "Fire Services" set forth herein.
- G. Ensure that all current and future applicants for Paid Firefighter or Volunteer Firefighter provide an appropriate criminal history and a three-year driving record before they are accepted as volunteers or employees of the City.
- H. Maintain standard operational guidelines and personnel manual that, at a minimum, ensure that individuals performing services under this Agreement behave in a safe, appropriate, courteous, professional, and respectful manner.
- I. Provide all reports or other information reasonably requested by the County, pertinent to this Agreement, within ten (10) days. The City will use its best efforts to provide records within a shorter time if requested by the County. Nothing in this section requires the City to provide information that is in violation of applicable confidentiality laws. The City agrees to provide the County, at each of its regular meetings, or special meetings if timely requested a monthly activity report.
- J. Maintain appropriate and adequate liability, casualty, automobile, workers compensation, or other insurance necessary to comply with the Texas Tort Claims Act or other applicable law, statute, rule, or regulation. The City shall maintain workers compensation insurance as required by law for all of its employees or volunteers performing under this Agreement.

- K. Maintain, as required by applicable law, appropriate records of each emergency and non-emergency response provided to the County hereunder, and comply with all applicable laws, rules, or regulations related to each Fire Alarm provided hereunder.
- L. Allow the County or its authorized representatives to inspect, upon reasonable notice, the Firefighting Equipment and related facilities used by the City in its performance under this Agreement.
- M. Follow the National Incident Management System ("NIMS") as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of personnel through the use of standard terminology, reporting relationships and support structures for those emergencies requiring the use of equipment or personnel from the City.

The City represents that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and to perform the services the City is obligated to perform hereunder.

ARTICLE V. OBLIGATIONS OF THE COUNTY

- A. In consideration of the terms of this Agreement, the County, being a duly created political subdivision of the State of Texas, agrees to provide the City with the following sums in return for the services set forth herein: For the current term of this Agreement, Thirty-two Thousand Dollars (\$32,000.00) payable at the time of execution of this Agreement and before any services are provided. The amount and method of payments of these funds will be approved by the County's Commissioners during the term of this Agreement, prior to the close of the fiscal year preceding the term for which the allocations are made.
- B. Upon renewal of this Agreement, the negotiated funds to be paid for the renewal term of this Agreement shall be paid by the County to the City in two increments namely the month of January and the month of July, with supporting written justification submitted by the City complying with the approved budget and other obligations as contemplated herein. The County, in making payments hereunder for governmental functions or services, shall make payments from current revenues available to the County.
- C. The County's obligations under this Article are contingent upon the actual receipt by the County of sufficient tax funds. The County acknowledges that it has and will continue to set tax rates, which if paid by the property owners, will be sufficient to pay the costs properly incurred by the City under this Agreement in the amounts agreed to herein. It is understood and agreed by the parties that the funding for the term set forth above has been approved and appropriated by the County.

- D. Should the parties desire to renew this Agreement, they will meet at least sixty (60) days before the termination date of this Agreement, the City and the County may meet to discuss the designated area and services to be provided for the following year.

ARTICLE VI. EQUIPMENT AND PERSONNEL

- A. The City shall provide all necessary equipment, vehicles, and personnel to support the services specified in this Agreement.
- B. The County shall not accrue any equity or ownership interest in any equipment, vehicles and personnel provided by the City, and it is under no obligation to provide any such items to the City. The City shall not accrue any equity or ownership interest in any equipment, vehicles and personnel that the County currently owns or later acquires, and that the City uses.

ARTICLE VII. REPORTS

- A. The City shall maintain accurate run reports of each incident to which it responds under this Agreement. Reports shall be maintained by the City and shall be subject to inspection by the County, upon reasonable request, during the City's customary business hours.
- B. In an effort to prepare for subsequent yearly service by the City to the County, the City and the County will meet during the term of this Agreement and institute a report to include projected growth for the City and the County.

ARTICLE VIII. LIABILITY

- A. Specifically citing Texas Government Code§ 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, is the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This specifically includes, but is not limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Article IX is intended to be

different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

- B. It is expressly understood and agreed that the County and the City do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to either against claims arising in the exercise of their governmental powers and functions, or that might otherwise be available at law or in equity. The provisions of this section will survive the expiration or early termination of this agreement. Neither party will be responsible for claims arising out of the sole negligence of the other party, including the sole negligence of the other party's employees or volunteer members, while in any manner furnishing services under this Agreement.
- C. The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if it is determined by the County that the City's employees or agents are not performing their duties and obligations in a safe manner.
- D. Nothing in this Agreement shall be deemed or construed to create a joint venture between the County and the City.
- E. The County and the City do not intend any person, firm or corporation to be a third party beneficiary of this Agreement.

ARTICLE IX.

VIOLATION OF AGREEMENT; DISPUTE RESOLUTION

In the event that either party has violated any of the terms of this Agreement, the party may notify the other party of the alleged violation in writing. Within 30 days following receipt of the notice, the violating party shall correct the alleged violation and provide the other party with written confirmation that the violation has been corrected. If the party contends that the alleged violation has not occurred or that any act or omission does not constitute a violation, it shall provide a written objection to the other party of its contention within ten (10) days following the date of receipt of the notice of violation. The parties then shall attempt to resolve their differences informally. If the parties cannot reach an agreement within 30 days following the notice of objection, and to the extent authorized by Texas Government Code, Chapter 2009, the parties will submit the matter either to mediation or, if both parties agree, to binding arbitration. If arbitration is selected, the matter shall be submitted to an arbitrator with membership in the American Arbitration Association. If mediation is selected, the mediator selected will be by agreement of the parties.

ARTICLE X.

NON-PAYMENT FOR SERVICES BY COUNTY; RIGHTS OF CITY

If the County has not fully paid the City as set forth herein, and assuming payment has not ceased due to a violation of this Agreement by the City, the City shall provide to the County Judge written notice of the County's failure to properly pay for the services provided hereunder. The County, within 30 days following receipt of the notice, shall correct the deficiency or, if the County contends the City has been paid as provided for herein, it shall provide a written accounting to the City supporting its contention within ten (10) days following the date of the notice of non-payment. If, after this notice and opportunity to cure, the City is not fully paid as set forth herein, the City may immediately terminate this Agreement.

ARTICLE XI.

TERMINATION OF AGREEMENT

- A. By Mutual Agreement. This agreement may be terminated by mutual agreement of the City and County, as evidenced by a written termination agreement.
- B. By either party. This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

ARTICLE XII.

GENERAL PROVISIONS

- A. Severability. If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such remaining terms, covenants or conditions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law and intended by the Parties. If any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction or the final award of an arbitrator to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, or, to the extent incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect. In such an event the parties agree to negotiate in good faith to amend and replace such invalid or void or unenforceable provision with a valid and lawful and enforceable provision which most closely approximates the intent and economic effect of such invalid or void or unenforceable provision.

- B. Notices. Any notice under this Agreement, excluding reporting requirements by the parties, shall be sent by U.S. certified mail, postage prepaid, and return receipt requested, addressed to the appropriate party at the following addresses:

If to the County:

County Judge
1 Courthouse Circle
Jourdanton, Texas
78206

If to the City:

City Manager City of Pleasanton
108 Second Street [for
hand- delivery only]
P. O. Box 209
Pleasanton, Texas 78064

With a copy to:

Fire Chief
City of Pleasanton
316 Airport Road [for hand- delivery only]
P. O. Box 826
Pleasanton, Texas 78064

- C. Authority to Contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- D. Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Atascosa County.
- E. Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.
- F. Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses, nor any other limitation or defense of liability provided by law or in

equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

- G. Interpretation. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.
- H. Entire Agreement. This Agreement constitutes the total and complete integration of any and all understandings existing between the Parties hereto and supersedes any prior oral or written agreements, promises or representations between them.
- I. Captions and Headings. The headings or captions of the various paragraphs of this agreement are for convenience only, and shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this agreement.
- J. Current Revenues Available and No Tax Revenue. County agrees that any payments that are made under this Agreement for services will be made from current revenues available to the County. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.
- K. No Third-Party Beneficiaries. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.
- L. Amendment. If the Parties desire to amend this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.
- M. Assignment. This agreement shall extend to and be binding upon the Parties and their respective successors and assignees, provided, however, that this agreement may not be assigned without the prior written consent of both parties.
- N. Nepotism. Each party represents that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the proper performance of this Agreement. No person having such an interest shall be employed by either party or shall be a member of that party's governing body.
- O. Attorney's Fees. In any action brought to enforce the provisions of this Agreement, each party agrees that it will pay its own attorney fees and costs regardless of result.

This Agreement is executed and signed on this _____ day of _____, _____.

ATASCOSA COUNTY

By: _____

Weldon P. Cude, County Judge

ATTEST:

Theresa Carrasco, Atascosa County Clerk

CITY OF PLEASANTON

By: Ismael "R" Gallagos Jr.

Mayor

ATTEST:

[Signature]

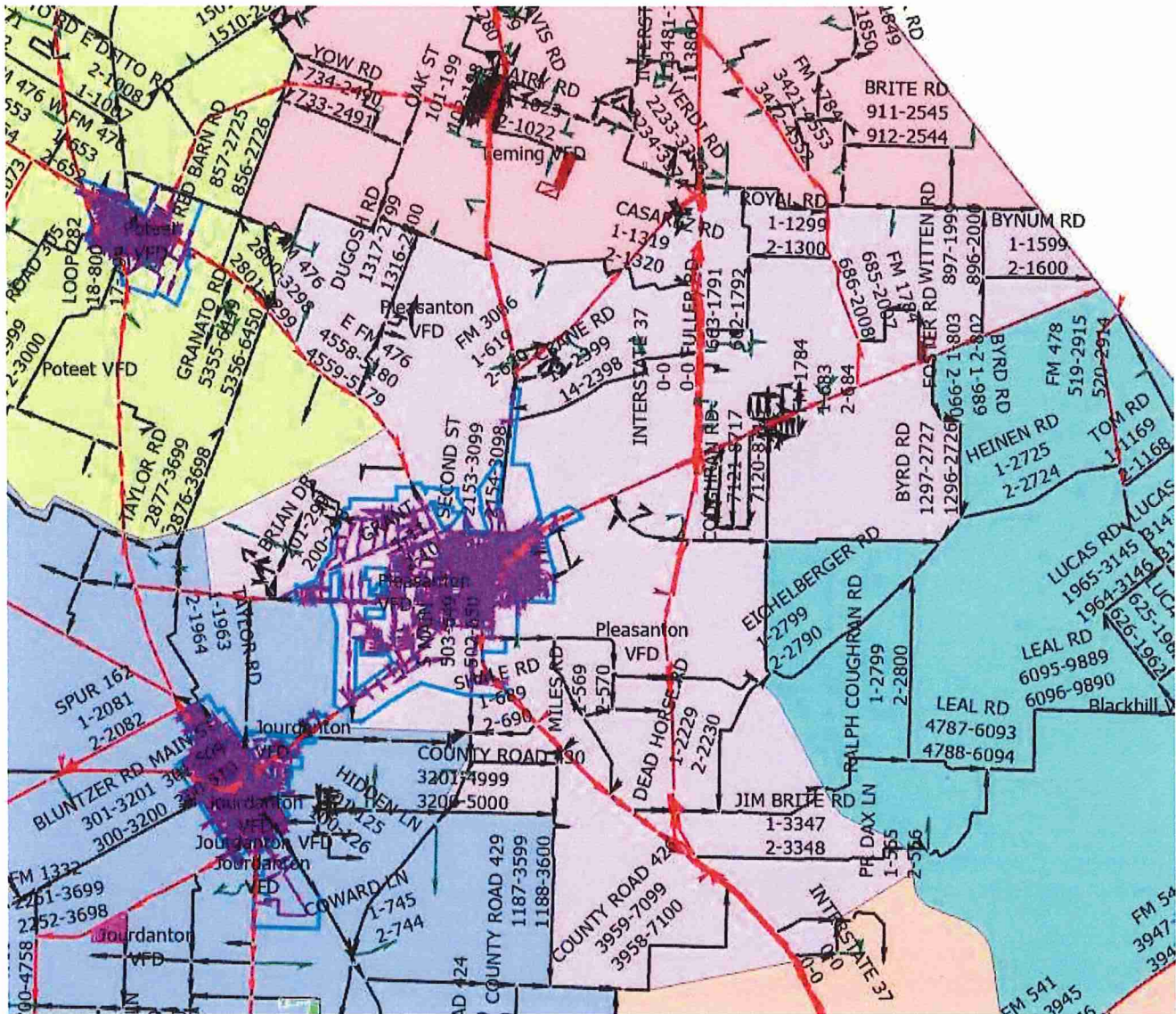
Andres Aguirre, City Secretary



Fire Protection Services
Atascosa County and the City of Pleasanton

"Exhibit A"

Establishes the designated area for the official Fire Protection Zone Map



 Designated Area



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Sheriff Soward: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Matthew Miller
Position:	Chief Deputy
Pay Rate:	Tier 1: \$40.87 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-440-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Max Peralta
Position:	Chief Investigator
Pay Rate:	Tier 1: \$40.87 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-440-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Eric Kaiser
Position:	Deputy Chief
Pay Rate:	Tier 1: \$35.58 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-440-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Gavin Lindsay
Position:	Lieutenant Investigator
Pay Rate:	Tier 1: \$34.81 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Albert Garza
Position:	Administrative Sergeant
Pay Rate:	Tier 1: \$33.08 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Timothy Challes
Position:	Sergeant Investigator
Pay Rate:	Tier 1: \$31.92 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-440-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Daniel Gonzales
Position:	Sergeant Deputy
Pay Rate:	Tier 1: \$29.53 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Ivan Quintero
Position:	Sergeant Deputy
Pay Rate:	Tier 1: \$29.53 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-410
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Maribel Rico
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annually, 86 Fluctuating, \$120.00 Mo. Uniform, Continuing 90-Day County Probation & 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	12/23/2024
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Yancy Baez
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annually, 86 Fluctuating, \$120.00 Mo. Uniform, Continuing 90-Day County Probation & 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	12/23/2024
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period
Requested Action

Existing Employee:	Andrew Reichenbacher
Position:	Jail Maintenance
Pay Rate:	Move to Tier 1: \$52,000.00 Annually; 40 hours; \$120.00 Uniform, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-568
Start Date:	12/29/2024
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Kenneth Martinez
Position:	Corrections Officer
Pay Rate:	Tier 1: \$25.18 Hourly, 86 fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-562
Start Date:	01/01/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Britni Van Curan: Discuss and/or take appropriate action concerning personnel:

New Employee:	Nancy Apps
Position:	Administrative Assistant
Pay Rate:	Tier 2 - \$19.42/hour
Salary Budget Area:	012-472-407
Start Date:	01-01-25
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee	Victoria Davis
Position:	Permit Coordinator
Pay Rate:	Tier 2 - \$24.04/hour, \$120.00 uniform
Salary Budget Area:	012-472-408/ 012-472-489
Start Date:	01-01-25
Physical:	N/A
Drug Test:	N/A

AGENDA REQUEST (GENERAL)

Agenda Item 12.

Meeting Date: 12/23/2024
Item Title: Residential Driveway Permit Update
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the changes to the Residential Driveway Permit.

ATTACHMENTS

Current Permit
Proposed Permit



County of Atascosa
1 Courthouse Circle Dr
Jourdanton, TX 78026

**APPLICATION FOR PERMIT TO CONSTRUCT A RESIDENTIAL ACCESS
DRIVEWAY ON ATASOCSA COUNTY RIGHT-OF-WAY**

APPLICANT'S NAME

MAILING ADDRESS CITY, STATE, ZIP CODE

TELEPHONE NUMBER

Proposed Driveway Coordinates/Location

Dear Applicant:

The **COUNTY OF ATASCOSA** hereby accepts your application to (re)construct facilities on the County right-of-way for development of access to your property at _____ (*911 address/location*)
_____ (*subdivision name*)

provided you agree to and comply with conditions set forth in this application.

At time of application, applicant is installing:

- ☐ Construction Driveway or
☐ Permanent Driveway (Inspections will be conducted on permanent driveways only; the Commissioner's office must be notified 48 hrs. prior to pouring concrete.)

-
1. Design of the construction shall be as authorized and approved by the Atascosa County Commissioner's agent.
 2. The minimum culvert size for all driveways shall be no less than eighteen (18) inches.
 3. Maintenance of facilities constructed as requested shall be the responsibility of the grantee and the **COUNTY OF ATASCOSA** will reserve the right to require any changes or maintenance as may be necessary to provide protection of life or property on or adjacent to the road. Changes in design, when approved, will be made only with approval of the County Commissioner or designated agent.
 4. The applicant shall hold harmless the **COUNTY OF ATASCOSA** and its duly appointed agents, employees, and officials against any action for personal injury or property damages sustained by reason of the exercise of this application.
 5. The applicant shall agree not to erect any sign on or extending over any portion of the road right-of-way, and vehicle service fixtures such as service pumps, vendor stands, tanks or water hydrants will be located twelve feet (12') from the right-of-way line to ensure that any vehicles serviced from these fixtures will be off the road.
-

I (We), the undersigned applicant(s), hereby agree to accept and comply with the terms and conditions set out in this application for the construction of an access driveway facility in the **COUNTY OF ATASCOSA**.

Signature

Date

County Commissioner

Pct. No.

County Commissioner's Signature

Date

Permit Fee - \$25/Driveway. Checks made payable to "Atascosa County."



County of Atascosa
1 Courthouse Circle Dr
Jourdanton, TX 78026

APPLICATION FOR PERMIT TO CONSTRUCT A RESIDENTIAL ACCESS
DRIVEWAY ON ATASOCSA COUNTY RIGHT-OF-WAY

APPLICANT'S NAME

MAILING ADDRESS CITY, STATE, ZIP CODE

TELEPHONE NUMBER

E-MAIL ADDRESS

Proposed Driveway Coordinates/Location

Pct. No.

Dear Applicant:

The **COUNTY OF ATASCOSA** hereby accepts your application to (re)construct facilities on the County right-of-way for development of access to your property at _____

(911 address/location)

(subdivision name)

provided you agree to and comply with conditions set forth in this application.

-
1. Design of the construction shall be as authorized and approved by the Atascosa County Commissioner's agent.
 2. The minimum culvert size for all driveways shall be no less than eighteen (18) inches.
 3. Maintenance of facilities constructed as requested shall be the responsibility of the grantee and the **COUNTY OF ATASCOSA** will reserve the right to require any changes or maintenance as may be necessary to provide protection of life or property on or adjacent to the road. Changes in design, when approved, will be made only with approval of the County Commissioner or designated agent.
 4. The applicant shall hold harmless the **COUNTY OF ATASCOSA** and its duly appointed agents, employees, and officials against any action for personal injury or property damages sustained by reason of the exercise of this application.
 5. The applicant shall agree not to erect any sign on or extending over any portion of the road right-of-way, and vehicle service fixtures such as service pumps, vendor stands, tanks or water hydrants will be located twelve feet (12') from the right-of-way line to ensure that any vehicles serviced from these fixtures will be off the road.
-

I (We), the undersigned applicant(s), hereby agree to accept and comply with the terms and conditions set out in this application for the construction of an access driveway facility in the **COUNTY OF ATASCOSA**.

Signature

Date

Permit Coordinator

Permit Coordinator's Signature

Date

Permit Fee - \$25/Driveway. Checks made payable to "Atascosa County."

☐ Check _____ ☐ Money Order _____ ☐ Cash

AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 12/23/2024
Item Title: Subdivision - Replat Oak View Acres Lot 47
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

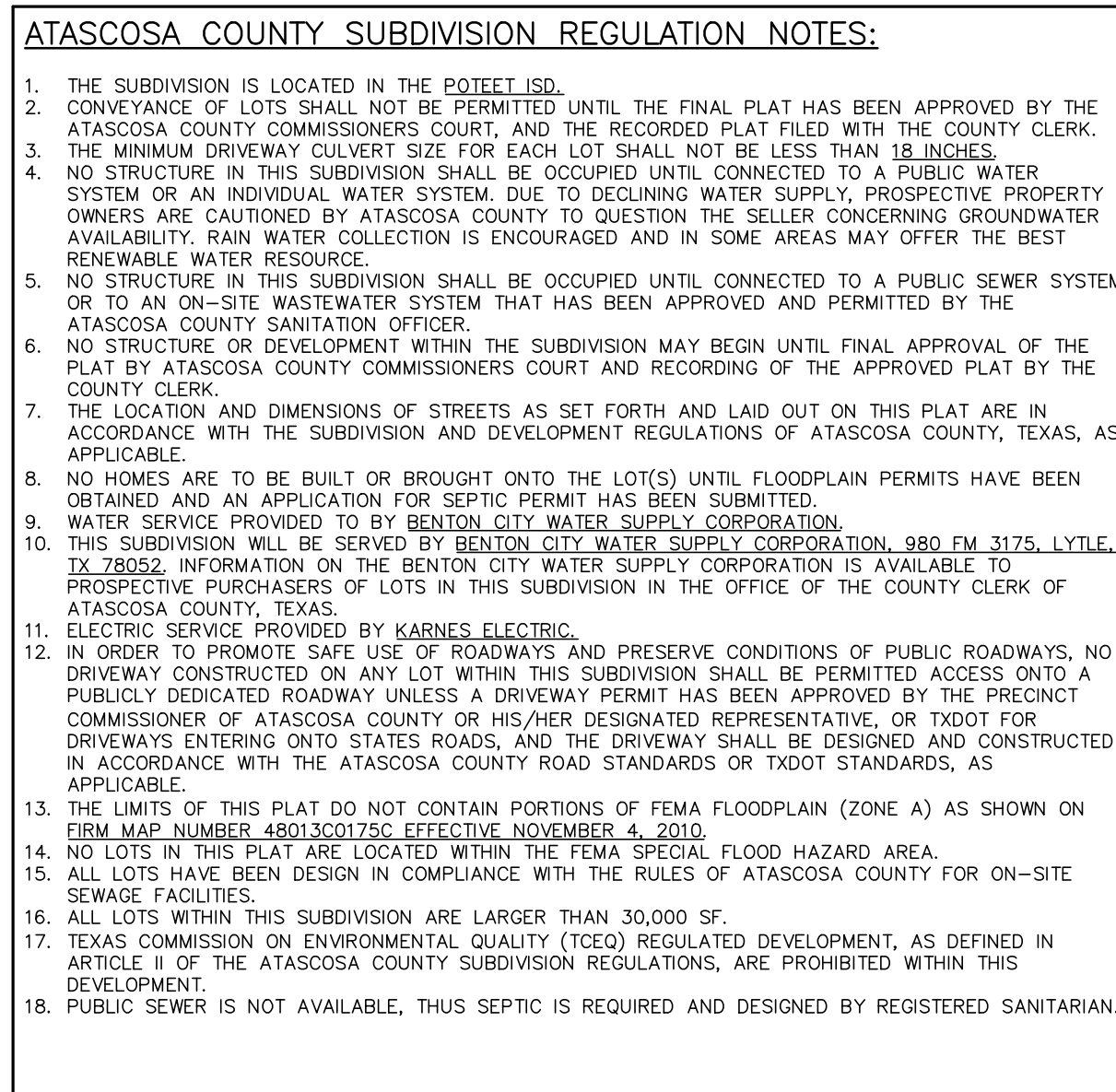
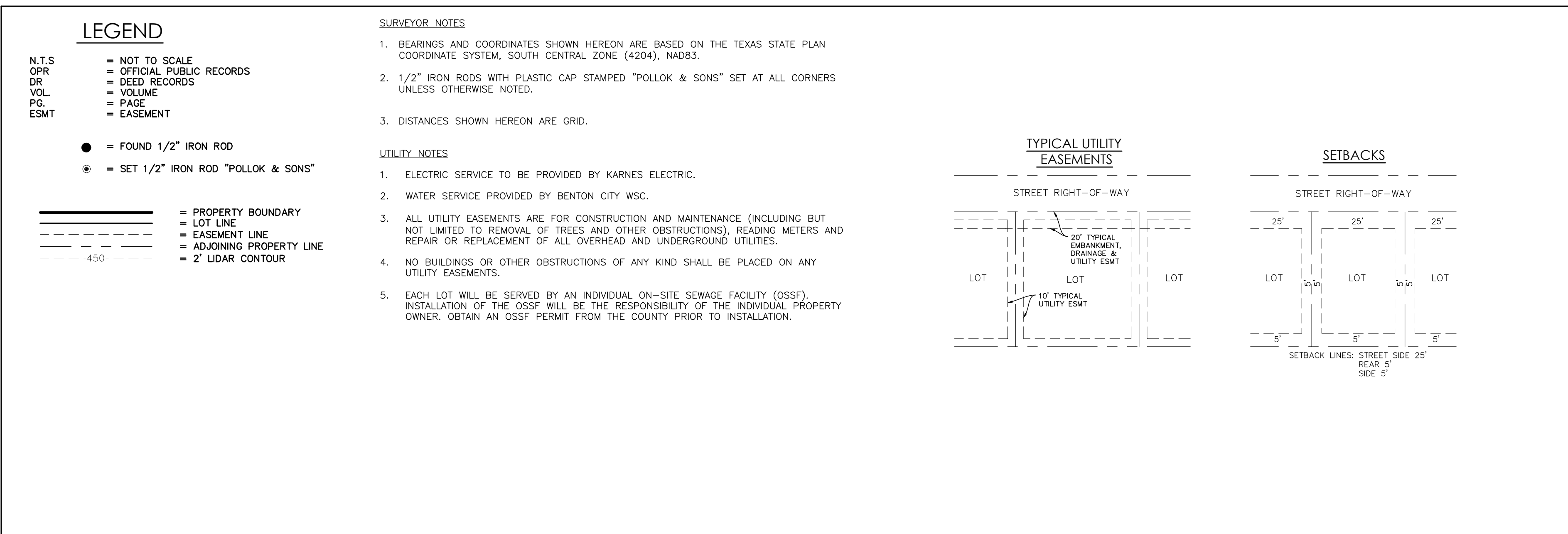
Britni Van Curan: A. Conduct a public hearing concerning the replat of Lot 47 in the Oak View Acres Subdivision on Praise Dr. in Precinct 2.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning the approval/denial of the replat of Lot 47 in the Oak View Acres Subdivision on Praise Dr. in Precinct 2.

ATTACHMENTS

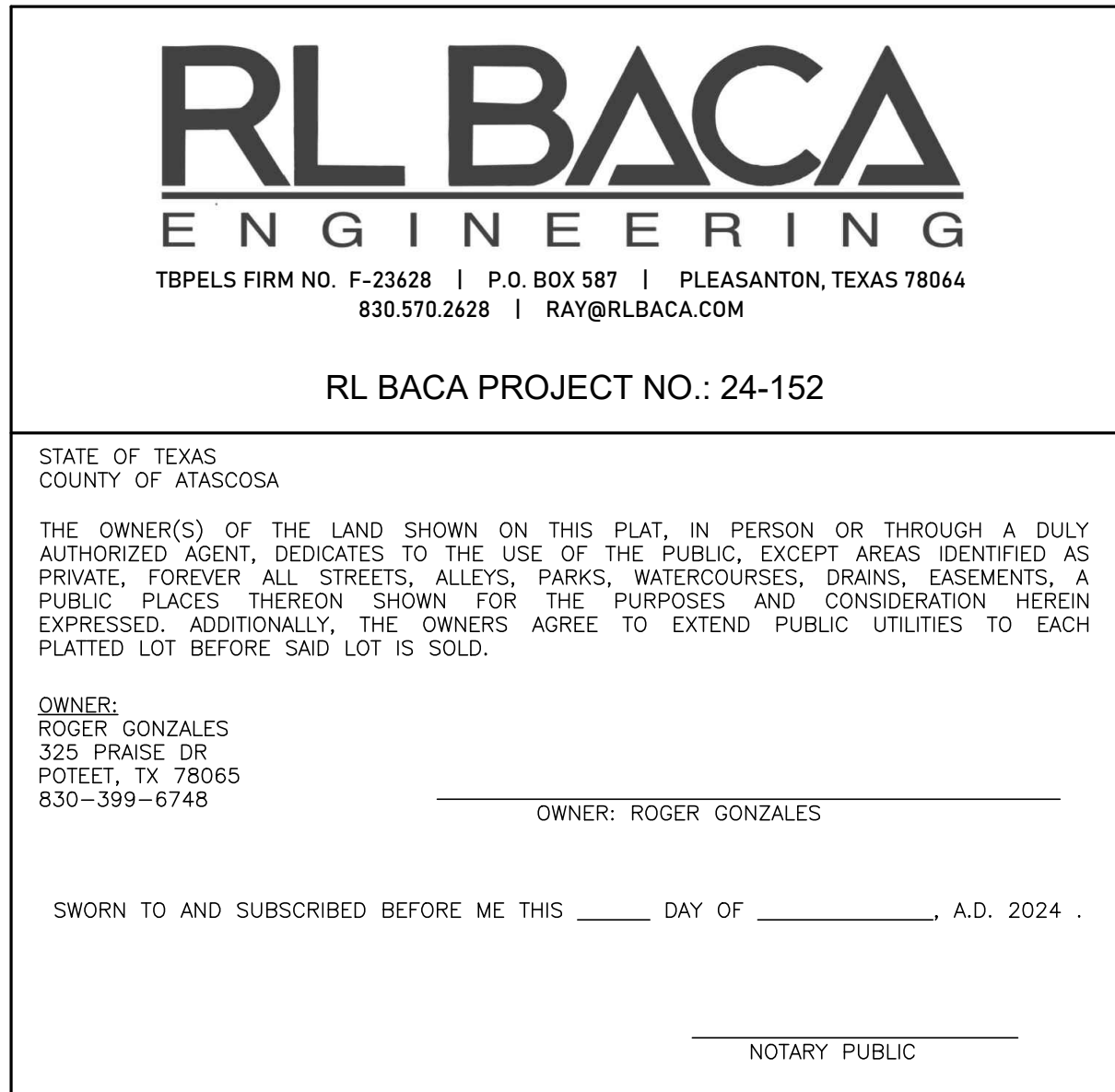
Replat Oak View Acres Lot 47



LOT 41	LOT 46	PRAISE DR	LOT 63	STATE OF TEXAS COUNTY OF ATASCOSA THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, A PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD. OWNER: JOE ROY GONZALES 325 PRAISE DR POTEET, TX 78065 830-399-6748 <div style="text-align: right;">_____</div> <div style="text-align: right;">OWNER: JOE ROY GONZALES</div>
LOT 40	LOT 47		LOT 62	SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2024 . <div style="text-align: right;">_____</div> <div style="text-align: right;">NOTARY PUBLIC</div>
LOT 39	LOT 48		LOT 61	STATE OF TEXAS COUNTY OF ATASCOSA THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, A PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

AREA BEING REPLATTED

1" = 100'



CULVERT TABLE				
LOT #	MINIMUM CULVERT			
LOTS (47A, 47B)	18"			
NOTE: LOW WATER CONC MAY NOT IMPEDE FLOW				

PROPERTY INFORMATION				
PROPERTY ID: 27185				
LEGAL ACRES: 1.89 AC				
LEGAL DESC.: OAK VIEW ACRES LOT 47				

LOT SUMMARY TABLE				
LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	2			X
2.5-10 AC	0			
> 10 AC	0			
TOTAL	2			

LOT 47A
0.943 AC

LOT 47B
0.943 AC

PRAISE DR
(60-FT R.O.W.)

OWNER: LEROY GONZALES

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2024 .

NOTARY PUBLIC

SHEET 1 OF 1

<p style="text-align: center;"><u>CERTIFICATE OF COUNTY ATTORNEY</u></p> <p>ALL REQUIREMENTS OF THE SUBDIVISION ORDER CURRENTLY IN EFFECT HAVE BEEN MET ACCORDING TO MY BEST KNOWLEDGE AND BELIEF, AND THIS PLAT IS APPROVED FOR FINAL SUBMISSION.</p> <p>_____ ASSISTANT COUNTY ATTORNEY – TRENT ROWELL</p> <p style="text-align: center;"><u>CERTIFICATE OF THE PRECINCT COMMISSIONER</u></p> <p>I, THE UNDERSIGNED COMMISSIONER IN THE PRECINCT IN WHICH THE LAND SUBDIVIDED ACCORDING TO THE PLAT TO WHICH THIS CERTIFICATE IS PRESENTED, HEREBY CERTIFY THAT I HAVE REVIEWED THE SAID PLAT AND THAT ALL REQUIREMENTS OF ATASCOSA COUNTY FOR THE PRESENTATION OF THE PLAT FOR FINAL APPROVAL HAVE BEEN FULLY MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.</p> <p>_____ PRECINCT 2 COMMISSIONER – MARK BOWEN</p>	<p style="text-align: center;"><u>COMMISSIONERS COURT APPROVAL</u></p> <p>APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS _____ DAY OF _____, 2024 A.D.</p> <p>_____ ATASCOSA COUNTY JUDGE – WELDON P. CUDE</p> <p>_____ PRECINCT 1 COMMISSIONER – MARK GILLESPIE</p> <p>_____ PRECINCT 2 COMMISSIONER – MARK BOWEN</p> <p>_____ PRECINCT 3 COMMISSIONER – ELISEO PEREZ</p> <p>_____ PRECINCT 4 COMMISSIONER – KENNARD "BUBBA" RILEY</p>
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**AGENDA REQUEST
(GENERAL)**

Agenda Item 14.

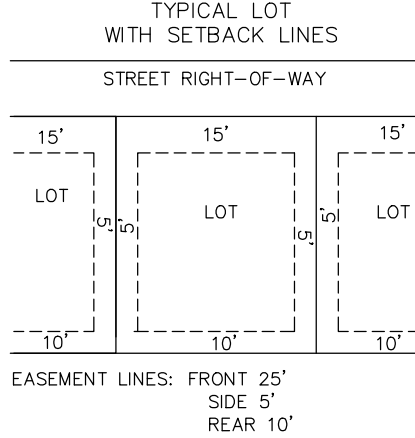
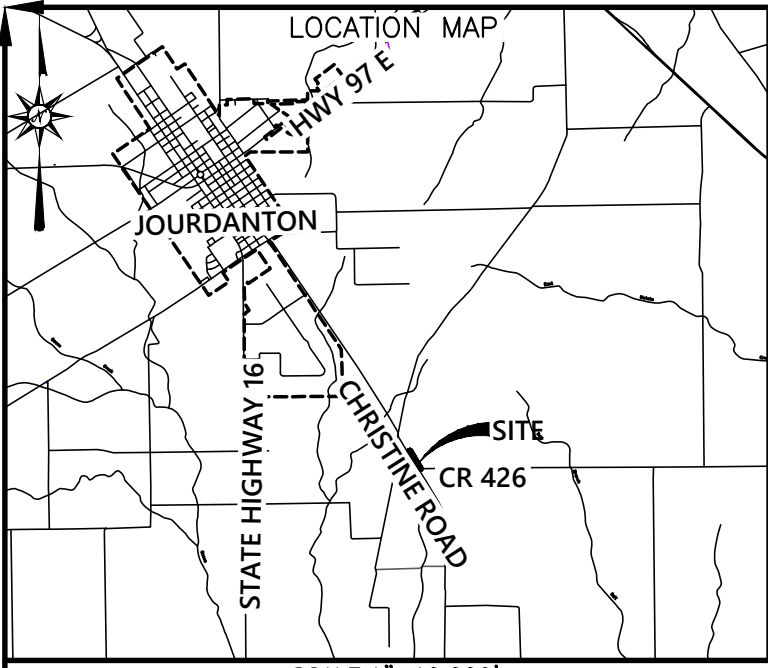
Meeting Date: 12/23/2024
Item Title: Subdivision - Christine Road Acres
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Final Plat for the Christine Road Acres Subdivision on County Road 422 in Precinct 3.

ATTACHMENTS

Plat - Christine Road Acres



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S59°41'14"W	100.03'
L2	S40°22'19"W	43.57'
L3	S19°06'24"W	76.01'
L4	N89°53'21"W	117.30'
L5	S89°53'31"E	117.31'

- NOTES:**
- THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION 2125 FM 541, MCCOY, TX 78113. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS AND IS STATED IN THE DEED RESTRICTIONS.
 - SANITARY SEWER TO BE PROVIDED BY: ON SITE SEPTIC FACILITY.
 - ELECTRIC SERVICE TO BE PROVIDED BY: AMERICAN ELECTRIC POWER COMPANY, INC.
 - THIS SUBDIVISION IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
 - THIS SUBDIVISION IS WITHIN ATASCOSA COUNTY, TEXAS.
 - THIS SUBDIVISION IS WITHIN THE JOURDANTON INDEPENDENT SCHOOL DISTRICT.
 - BEARINGS ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE 4204.
 - STORMWATER MANAGEMENT AND RUNOFF IS THE RESPONSIBILITY OF THE PROPERTY OWNER(S) INCLUDING, BUT NOT LIMITED TO: CONSTRUCTION, MAINTENANCE, AND OPERATIONS OF ALL ONSITE FACILITIES WHETHER TEMPORARY (EROSION/SEDIMENTATION CONTROL) OR PERMANENT INCLUDING CONVEYANCE, STORAGE, DISCHARGE AND REGULATORY COMPLIANCE CONSISTENT WITH APPLICABLE CITY CODES, ORDINANCES, STATE AND FEDERAL LAW.
 - STORMWATER MANAGEMENT PLANS WILL BE PROVIDED FOR REVIEW AND APPROVAL IN COMPLIANCE WITH ESTABLISHED STORMWATER MANAGEMENT REGULATIONS AND APPROVED BY THE COUNTY ENGINEER PRIOR TO SITE DEVELOPMENT AND ON SITE CONSTRUCTION ACTIVITIES.
 - DRIVEWAY LOCATIONS ARE SUBJECT TO APPROVAL BY ATASCOSA COUNTY ALONG LOCAL STREETS AND ROADS.
 - FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO COUNTY RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE MITIGATION.
 - OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
 - ALL LOTS ARE SUBJECT TO THE TYPICAL BUILDING SETBACKS SHOWN IN THE DIAGRAM, UNLESS MORE RESTRICTIVE SETBACKS ARE ESTABLISHED IN THE DEED RESTRICTIONS.
 - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, OR TEXAS DEPARTMENT OF TRANSPORTATION FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE; AND THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18".
 - OWNER, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT ATASCOSA COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS OWNER AND/OR THE PROPERTY OWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE CURRENT STANDARDS REQUIRED BY ATASCOSA COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT OF WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. OWNER AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE PROPERTY OWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY HEALTH INSPECTOR.
 - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY THE ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOTS UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND APPLICATION FOR SEPTIC PERMIT IS SUBMITTED.
 - NO PORTION OF THIS SUBDIVISION HAS BEEN DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD ZONE DELINEATED ON COMMUNITY-PANEL NO. 4801303206, DATED NOVEMBER 4, 2010, AS PUBLISHED BY FEMA.

SURVEY NOTES:

1. BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.

2. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES, OTHER SURFACE WATER FEATURES OR ANY SENSITIVE FEATURES IN ACCORDANCE WITH THE TERMS OF THE ATASCOSA COUNTY SUBDIVISION & DEVELOPMENT RULES & REGULATIONS AND THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY.

FOR PRELIMINARY REVIEW ONLY

SHERMAN POSEY, RPLS# 6433 DATE
INTREPID SURVEYING & ENGINEERING CORP.
1004 C. STREET, FLORESVILLE TEXAS, 78114

FOR PRELIMINARY REVIEW ONLY

RUSSELL JASKINIA, C.F.M., P.E.# 116894 DATE
INTREPID SURVEYING & ENGINEERING CORP.
1004 C. STREET, FLORESVILLE TEXAS, 78114

LEGEND:

- BOUNDARY LINE ———— 5' MAJOR CONTOUR LINE
----- ADJOINER LINE ----- 1' MINOR CONTOUR LINE
----- EASEMENT LINE PROPOSED
----- EASEMENT LINE EXISTING
----- JOURDANTON CITY LIMITS
- (BRG.-DIST.) RECORD CALL
DOC. - DOCUMENT
NO. - NUMBER
- PIPE FENCE CORNER POST FOUND
● 1/2" IRON ROD FOUND
○ 1/2" IRON ROD SET
● WOOD FENCE CORNER POST FOUND
● 5/8" IRON ROD FOUND
✱ IRON PIPE FOUND
A.C.P.R. ATASCOSA COUNTY PLAT RECORDS
A.C.O.P.R. ATASCOSA COUNTY OFFICIAL PUBLIC RECORDS
A.C.D.R. ATASCOSA COUNTY DEED RECORDS
N.P.C. NEW PLAT CABINET
- ① 15' BUILDING SETBACK
② 10' BUILDING SETBACK
③ 5' BUILDING SETBACK
④ VARIABLE WIDTH DRAINAGE EASEMENT



P.O. Box 1209 • 109 DULWORTH PLAZA
POTH, TX 78147
O. 830.393.8833 • F. 830.393.3888
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

**SUBDIVISION PLAT ESTABLISHING
CHRISTINE ROAD ACRES
ATASCOSA COUNTY, TEXAS**

PLAT OF 6.51 ACRES OF LAND OUT OF THE GALBA FUQUA SURVEY NO. 1185, ABSTRACT 242, IN ATASCOSA COUNTY, TEXAS, AND ALSO BEING THAT CERTAIN 2.409 ACRE TRACT DESCRIBED IN DOCUMENT NO. 247133 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS, AND ALSO OF 4.097 ACRES OF LAND OUT OF THE GALBA FUQUA SURVEY NO. 1185, ABSTRACT 242, IN ATASCOSA COUNTY, TEXAS, AND ALSO BEING THAT CERTAIN 4.097 ACRE TRACT DESCRIBED IN DOCUMENT NO. 245554 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

THIS PLAT CONTAINS A TOTAL OF:

4 LOTS CONSISTING OF A TOTAL OF 6.506 ACRES

3 LOTS CONSISTING OF 0.765 ACRES

1 LOT CONSISTING OF 4.097 ACRES



SCALE: 1" = 100'

PLAT DATE: 11/19/24

CURRENT DEED: INSTR NO. 247133

CURRENT DEED: INSTR NO. 245554

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES LISTED ON THIS PLAT ADJACENT TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

OWNER/DEVELOPER: WILD SPRINGS INVESTMENTS LLC
13215 BEE CAVE PARKWAY, A210 BEE CAVE, TEXAS 78738
AUTHORIZED AGENT: JON EMMONS

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES LISTED ON THIS PLAT ADJACENT TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

OWNER/DEVELOPER: LELA HANZLICEK
1245 TETON DRIVE, BURLESON, TX 76028

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

CERTIFICATE OF THE PRECINCT COMMISSIONER
I, THE UNDERSIGNED COMMISSIONER IN THE PRECINCT IN WHICH THE LAND SUBDIVIDED ACCORDING TO THE PLAT TO WHICH THIS CERTIFICATE IS PRESENTED, HEREBY CERTIFY THAT I HAVE REVIEWED THE SAID PLAT AND THAT ALL REQUIREMENTS OF ATASCOSA COUNTY FOR THE PRESENTATION OF THE PLAT FOR FINAL APPROVAL HAVE BEEN FULLY MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

COMMISSIONER

CERTIFICATE OF THE COUNTY ATTORNEY
ALL REQUIREMENTS OF THE SUBDIVISION ORDER CURRENTLY IN EFFECT HAVE BEEN MET ACCORDING TO MY BEST KNOWLEDGE AND BELIEF, AND THIS PLAT IS APPROVED FOR FINAL SUBMISSION.

COUNTY ATTORNEY APPROVAL
APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS,

THIS _____ DAY OF _____, 20____

ATASCOSA COUNTY JUDGE

COMMISSIONER PRECINCT 1

COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3

COMMISSIONER PRECINCT 4

**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 12/23/2024
Item Title: McCoy ROW Permit - County Road 335
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way permit for McCoy Water Supply Corporation on County Road 335 in Precinct 3.

ATTACHMENTS

ROW Permit for County Road 335

Notice of Proposed Commercial Installation Utility Line on Non-Controlled Access Roadway

Residential Use: ✓
FEE: _____

Commercial Use: _____
PAID: _____

To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: _____

Formal notice is hereby given that McCoy Water Supply Corporation
Company proposes to place a 1528 ft water line extension
line within the right-of-way of CR 335 in Precinct _____
Atascosa County, Texas as follows: (give location, length, general design, etc.)

4in. 1528 ft water line extension to be installed parallel along CR 335 from GPS Coordinates (N 28°49.291 W98°38.996) to (N28°49.478 W98°38.818). Water line will be placed in between the fence line and CR 335. Water line will run parallel along the fence line and up to approximately 22ft from CR 335.

Water line will consist of SDR-21 PVC.

(Please see attached map)
—Diagram Location

<— Surface Grade of Road —>

3' DEEP

NOT APPLICABLE / NO BORE REQUIRED

“PVC casing with “PVC Service

****(NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 16 day of December , 2024 .

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission:_____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit_____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC_____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM _____

By (Print) _____

Signature _____

Title _____

Address _____

Phone No. _____

Fax No _____

To: _____

Roadway _____
Beg. RM _____ Offset _____ End RM _____
County Precincts No. _____ Atascosa County, Texas
Date: _____

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

- **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

**Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064**

Precinct 3 Commissioner:

**Eliseo Perez
830-277-1213
76 Yule Ave
Charlotte, TX 78011**

Precinct 2 Commissioner:

**Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052**

Precinct 4 Commissioner:

**Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064**

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 12/23/2024
Item Title: Exception - Hoese-Wilson County Road 323
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Hoese/Wilson Family on County Road 323 in Precinct 3.

ATTACHMENTS

Certificate - Hoese/Wilson
Full Packet - Hoese/Wilson

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 57.26 acres and 57.26 acres out of 114.52 acres, more or less, described in a Warranty Deed, Instrument Number 195701, Official Public Records, Atascosa County, Texas, and being currently owned by Margaret Myer Hoese & Regina E. Wilson is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas



Registration for Division of Land in Atascosa County

We REGINA E. WILSON and MARGARET MYER HOESE are the owners of that certain 114.52 acres of land, described in Clerk's File No. 195701, Official Public Records, Atascosa County, Texas, which we intend to divide into two (2) parcels. We have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. We acknowledge that the property described is subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County, and that further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

☐ Agricultural Use

☒ Family

☐ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner



Date: 12-13-24

Signature: Regina E. Wilson

Printed Name: Regina E. Wilson

ACKNOWLEDGMENT

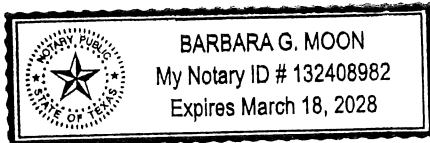
STATE OF TEXAS

COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Regina E. Wilson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this December 13, 2024.

Barbara G. Moon



Notary Public, in and for
State of Texas



Date: 12-13-24

Signature: Margaret Hoese

Printed Name: Margaret Mayer Hoese

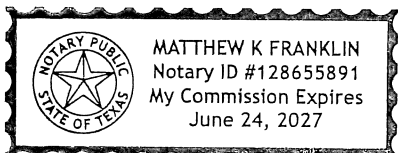
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ATASCOSA

BEFORE ME, the undersigned Notary Public, on this day personally appeared Margaret Mayer Hoese, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 13th day of December, 2024.



[Signature]

Notary Public, in and for
State of Texas



Division Type Definitions:

Agricultural: The land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution. However, if any part of a tract divided under this exception ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use as to defined, the platting requirements of this Order shall apply;

Family: The land is divided into four or fewer parts and each of the parts is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, provided that the division is not part of a larger planned development or a sham, or a contrivance to avoid these regulations. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this Order apply;

10+ Acres: All the lots are more than ten (10) acres in area and the owner does not lay out part of the tract [see Chapter 232.001(a)(3), Local Government Code];

Veterans Land Board: All the lots are sold to veterans through the Veterans' Land Board program;

State Agency: The land belongs to the state or any state agency board, or commission or the permanent school fund or any other dedicated funds of the state;

Political Subdivision: The land belongs to a political subdivision of the state; the land is situated in a floodplain; and the lots are sold to adjoining landowners;

Divided into two parts: One new part is to be retained by the Owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of Chapter 232 of the Texas Local Government Code and these Rules;

All parts to original owner: All parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract; or,

5 pgs
D

195701

Administrator's Deed

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

Effective Date: November 3, 2016

Grantor: Joe Hely, Temporary Administrator of the Estate of Martha M. Ciomperlik, Deceased, pending in cause number 7819 in the County Court-at Law of Atascosa County, Texas

Grantee: Margaret Myer Hoese, an undivided ½ interest
1200 Dragon Fly
Spring Branch, Texas 78070

Regina E. Wilson, an undivided ½ interest
P.O. Box 7
Jourdanton, Texas 78026

Consideration:

Partial fulfillment of the terms of the Mediated Settlement Agreement entered into by the parties dated October 30, 2018, which Agreement has been approved by the Court.

Property (including any improvements):

That 114.52 acre tract of land out of the A.M. Highsmith Survey No. 1187, Abstract No. 401, Atascosa County, Texas, described by metes and bounds and by plat map, attached.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to rights of any parties in possession and to any restrictions, reservations, easements and covenants of record.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors,

administrators, successors or assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, but only by, through, or under Grantor, and not otherwise.

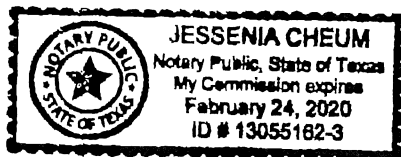
When the context requires, singular nouns and pronouns include the plural.



Joe Hely
Temporary Administrator of the
Estate of Martha M. Ciomperlik,
Deceased

Bexar County, Texas *

This instrument was acknowledged before me on April 16, 2019, by Joe Hely, Temporary Administrator of the Estate of Martha M. Ciomperlik, Deceased.



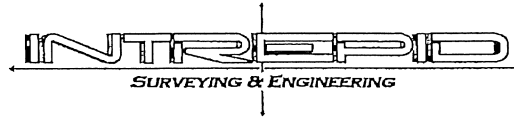

Notary Public, State of Texas

After Recording, Return to:

Margaret Hoese
1200 Dragon Fly
Spring Branch, Texas 78070

Prepared by:

J.W. HELY, P.C.
208 Arvin Drive
San Antonio, Texas 78209



114.52 ACRE TRACT

LEGAL DESCRIPTION: Being 114.52 acres of land out of the A. M. Highsmith Survey No. 1187, Abstract No. 401, Atascosa County, Texas and being a portion of that certain 100.44 acre tract described in Volume 111, Page 410 of the Deed Records of Atascosa County, Texas and that certain 54.84 acre tract described in said Volume 111, Page 410; Said 114.52 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in December, 2018:

BEGINNING at a wooden fence corner post found in the east line of County Road No. 323 for the northwest corner of that certain 126.102 acre tract described in Volume 327, Page 94 of said Deed Records, the southwest corner of said 54.84 acre tract and the southwest corner hereof;

THENCE North 00°22'38" West a distance of 1930.36 feet along the east line of said County Road No. 323 and the west lines of said 54.84 acre tract and said 100.44 acre tract to a 1/2 inch iron rod set for the southwest corner of that certain 70.00 acre tract surveyed the same day by: Intrepid Surveying and Engineering Corporation and the northwest corner hereof;

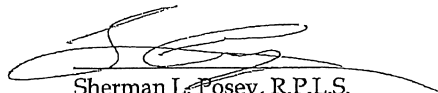
THENCE North 89°16'48" East a distance of 2578.83 feet over and across said 100.44 acre tract and along the south line of said 70.00 acre tract to a 1/2 inch iron rod found in the west line of the residual of that certain 140.04 acre tract described in Volume 327, Page 185 of said Deed Records for the southeast corner of said 70.00 acre tract and the northeast corner hereof;

THENCE South 01°04'35" East a distance of 1921.00 feet along the west line of the residual of said 140.04 acre tract and the east lines of said 100.44 acre tract and said 54.84 acre tract to a wooden fence corner post found for the northeast corner of said 126.102 acre tract, the southeast corner of said 54.84 acre tract and the southeast corner hereof;

THENCE South 89°04'26" West a distance of 2602.34 feet along the common line of said 126.102 acre tract and said 54.84 acre tract to the **POINT OF BEGINNING** containing 114.52 acres more or less, and as shown on certified plat herewith

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Surveyed by;


 Sherman L. Posey, R.P.L.S.
 Job# 18-1320.

December 13, 2018

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk

Atascosa County Texas

May 08, 2019 09:52:01 AM

FEE: \$38.00

KPONTON

195701

D

AGENDA REQUEST (GENERAL)

Agenda Item 17.

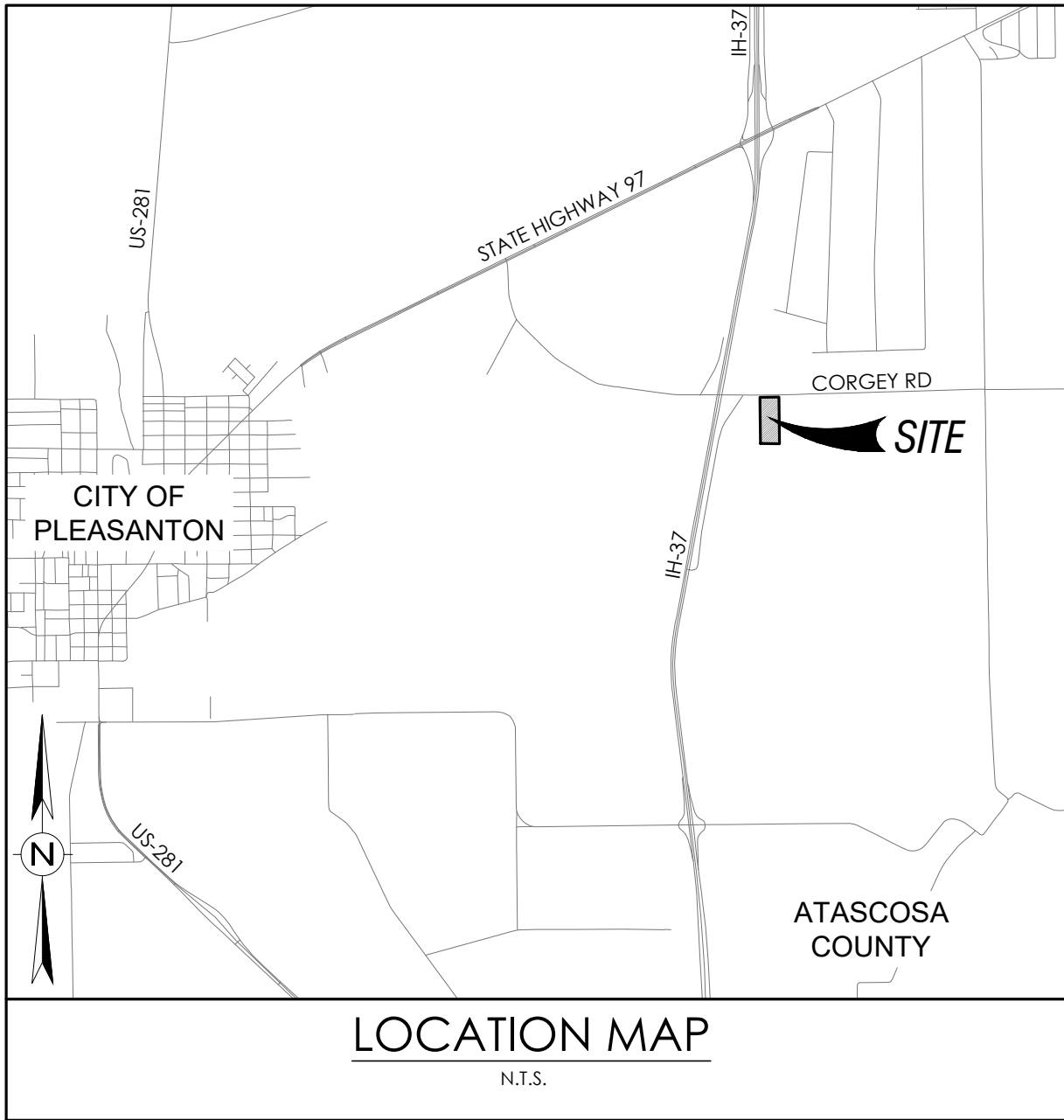
Meeting Date: 12/23/2024
Item Title: Subdivision - Indio Verde Final
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Indio Verde Final Plat on Corgey Rd in Precinct 4.

ATTACHMENTS

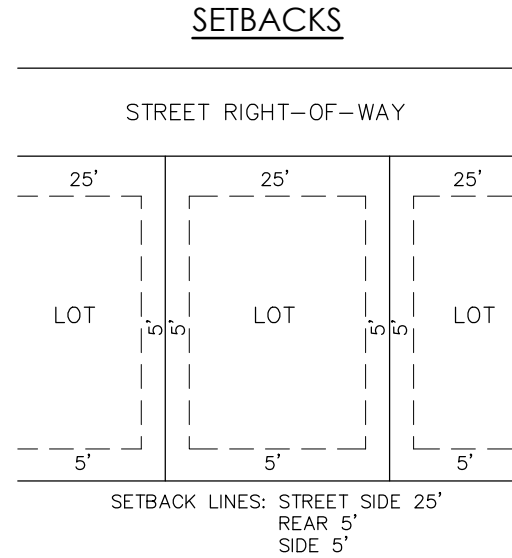
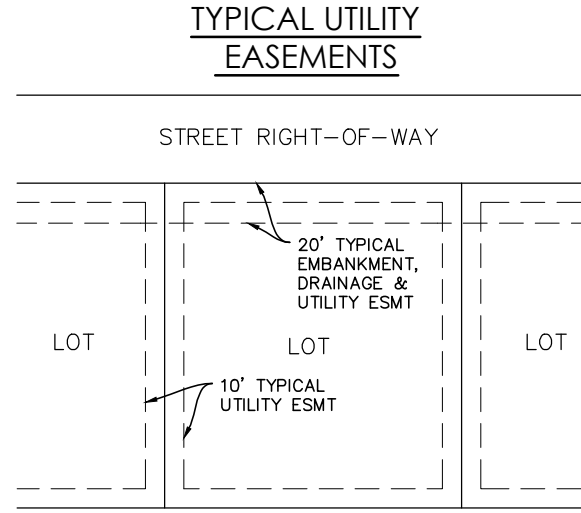
Indio Verde Final Plat



- LEGEND**
- N.T.S.
OPR
DR
VOL.
PG.
ESMT
- == NOT TO SCALE
== OFFICIAL PUBLIC RECORDS
== DEED RECORDS
== VOLUME
== PAGE
== EASEMENT
- = FOUND 1/2" IRON ROD
= SET 1/2" IRON ROD "POLLOK & SONS"

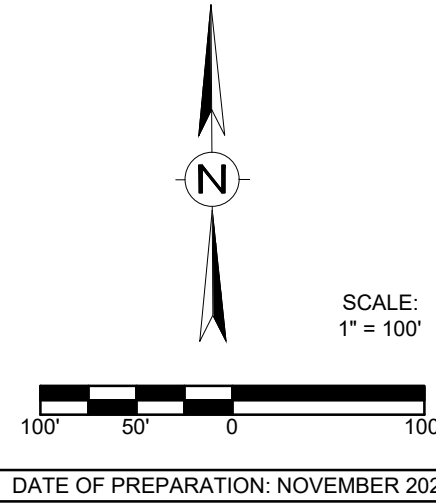
- == PROPERTY BOUNDARY
== LOT LINE
== EASEMENT LINE
== ADJOINING PROPERTY LINE
== 2' LIDAR CONTOUR
- 450-

- SURVEYOR NOTES**
- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83.
 - 1/2" IRON RODS WITH PLASTIC CAP STAMPED "POLLOK & SONS" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - DISTANCES SHOWN HEREON ARE GRID.
- UTILITY NOTES**
- ELECTRIC SERVICE TO BE PROVIDED BY KARNES ELECTRIC.
 - WATER SERVICE PROVIDED BY MCCOY WSC.
 - ALL UTILITY EASEMENTS ARE FOR CONSTRUCTION AND MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING METERS AND REPAIR OR REPLACEMENT OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
 - NO BUILDINGS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED ON ANY UTILITY EASEMENTS.
 - EACH LOT WILL BE SERVED BY AN INDIVIDUAL ON-SITE SEWAGE FACILITY (OSSF). INSTALLATION OF THE OSSF WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. OBTAIN AN OSSF PERMIT FROM THE COUNTY PRIOR TO INSTALLATION.



**SUBDIVISION PLAT
ESTABLISHING
INDIO VERDE**

BEING A TOTAL OF 13.32 ACRES, MORE OR LESS, LYING IN THE
SAMUEL JONES SURVEY NO. 893, ABSTRACT NO. 501,
ATASCOSA COUNTY, TEXAS, BEING THE SAME TRACT OF LAND
DESCRIBED IN DOCUMENT NO. 247153, OFFICIAL PUBLIC
RECORDS OF ATASCOSA COUNTY, TEXAS.



- ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**
- THE SUBDIVISION IS LOCATED IN THE PLEASANTON ISD.
 - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
 - THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
 - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
 - NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
 - WATER SERVICE PROVIDED TO BY MCCOY WATER SUPPLY CORPORATION.
 - THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 65 PARKFIELD DR, PLEASANTON, TX 78064. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
 - ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC.
 - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TxDOT FOR DRIVEWAYS ENTERING ONTO STATES ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
 - THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 4801300175C EFFECTIVE NOVEMBER 4, 2010.
 - NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
 - ALL LOTS HAVE BEEN DESIGN IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
 - ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
 - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
 - PUBLIC SEWER IS NOT AVAILABLE, THUS SEPTIC IS REQUIRED AND SHALL BE DESIGNED BY REGISTERED SANITARIAN OR PROFESSIONAL ENGINEER.

CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS 1-6	18"
NOTE: LOW WATER XING MAY NOT IMPROVE FLOW	

PROPERTY INFORMATION
PROPERTY ID: 59706
LEGAL ACRES: 13.33 AC
LEGAL DESC.: ABS A00501 S JONES SV-893

LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	3			X
2.5-10 AC	3			
> 10 AC	0			
TOTAL	6			

STATE OF TEXAS
COUNTY OF ATASCOSA

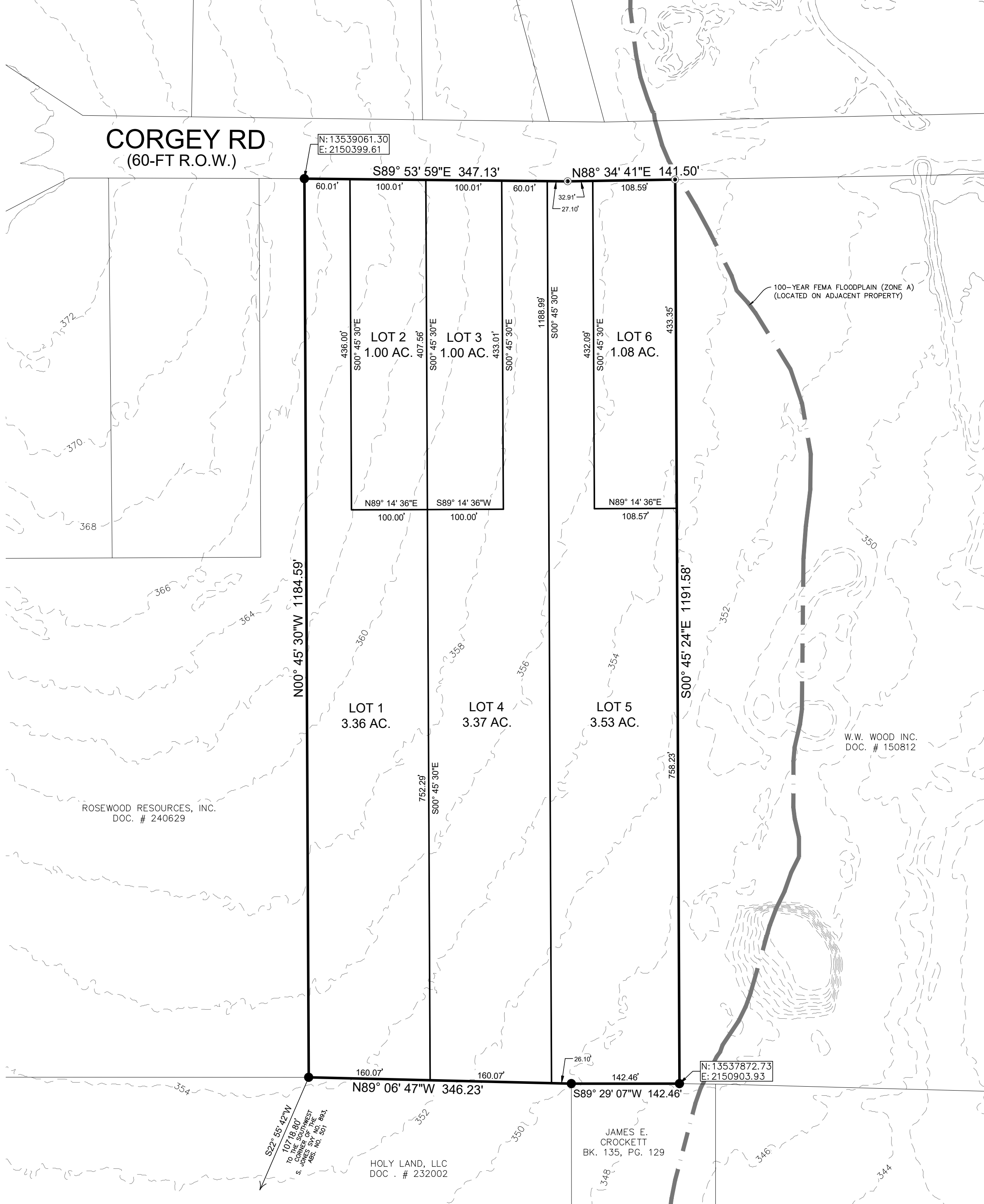
I, RAY L. BACA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT PREPARED BY ME, DOES TO THE BEST OF MY KNOWLEDGE, ACCURATELY REFLECT THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES OTHER WATER FEATURES OR ANY SENSITIVE FEATURES AND COMPLIES WITH THE SUBDIVISION AND FLOODPLAIN MANAGEMENT ORDINANCES ADOPTED BY ATASCOSA COUNTY, TEXAS.

LICENSED PROFESSIONAL ENGINEER
RAY L. BACA, P.E. #131313
P.O. BOX 587, PLEASANTON, TX 78064
(830) 570-2628

STATE OF TEXAS
COUNTY OF WILSON

I, LARRY POLLOK, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF ATASCOSA COUNTY, TEXAS.

REGISTERED PROFESSIONAL LAND SURVEYOR
LARRY POLLOK, R.P.L.S., #5186
1008 B ST, FLORESVILLE, TX 78114
830-393-4770



SHEET 1 OF 1

**RL BACA
ENGINEERING**

TBPELS FIRM NO. F-23628 | P.O. BOX 587 | PLEASANTON, TEXAS 78064
830.570.2628 | RAY@RLBACA.COM

RL BACA PROJECT NO.: 24-156

STATE OF TEXAS
COUNTY OF ATASCOSA

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, A PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

OWNER:
INDIO VERDE, LLC
105 KEYSTONE COVE
GEORGETOWN, TX 78633
214-632-7225
REGISTERED AGENT: WAYNE CORLEY

OWNER: WAYNE CORLEY

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2024 .

NOTARY PUBLIC

CERTIFICATE OF COUNTY ATTORNEY

ALL REQUIREMENTS OF THE SUBDIVISION ORDER CURRENTLY IN EFFECT HAVE BEEN MET ACCORDING TO MY BEST KNOWLEDGE AND BELIEF, AND THIS PLAT IS APPROVED FOR FINAL SUBMISSION.

ASSISTANT COUNTY ATTORNEY - TRENT ROWELL

CERTIFICATE OF THE PRECINCT COMMISSIONER

I, THE UNDERSIGNED COMMISSIONER IN THE PRECINCT IN WHICH THE LAND SUBDIVIDED ACCORDING TO THE PLAT TO WHICH THIS CERTIFICATE IS PRESENTED, HEREBY CERTIFY THAT I HAVE REVIEWED THE SAID PLAT AND THAT ALL REQUIREMENTS OF ATASCOSA COUNTY FOR THE PRESENTATION OF THE PLAT FOR FINAL APPROVAL HAVE BEEN FULLY MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

COMMISSIONERS COURT APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS ____ DAY OF _____, 2024 A.D.

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - ELISEO PEREZ

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:
New Employee: Christopher Herrera
Position: Pct. 1 Road Crew/ Blade Operator
Pay Rate: \$48,000.00 annually, 40 hours a week
Salary Budget Area: 021-400-402
Start Date: 01-01-2025
Physical: pending
Drug Test: pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Comm. Bowen: Discuss and/or take appropriate action concerning personnel:
Existing Employee: Johnny Sanchez
Position: Road and Bridge Pct. 2 Worker - transfer from Pct. 3
Pay Rate: \$48,000.00 annually
Salary Budget Area: 022-400-402
Start Date: 01/01/2025
Physical: n/a
Drug Test: n/a

ATTACHMENTS

Information

PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding
new employment or completion of probation :

(Please check appropriate box)

pet-3

- | | |
|---|--|
| <input checked="" type="checkbox"/> Existing Employee | <input type="checkbox"/> New Employee |
| <input type="checkbox"/> Full-time | <input type="checkbox"/> Permanent Part-time |
| <input type="checkbox"/> Part-time | <input type="checkbox"/> Temporary Part-time |

I request the following action be taken by the
Atascosa County Commissioners Court:

Full Name: Johnny Sanchez

Position: Road+Bridge Pet-2 Worker

Pay Rate: \$48,000

Salary Budget Area: 022 - 400 - 402

Start Date: Jan 1, 2025. Pet-2

Physical : N/A

Drug Test: N/A

I request the agenda date: _____

Officer :

Signature:

Maria Bowen Comm pet 2



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Comm. Riley:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Johnny A. West
Position:	County Worker/CDL Driver
Pay Rate:	\$48,000.00 annually
Salary Budget Area:	024-400-402
Start Date:	01/01/2025
Physical:	pending
Drug Test:	pending

ATTACHMENTS

Information

PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding
new employment or completion of probation:

(Please check appropriate box)

- | | |
|---|--|
| <input type="checkbox"/> Existing Employee | <input checked="" type="checkbox"/> New Employee |
| <input checked="" type="checkbox"/> Full-time | |
| <input type="checkbox"/> Part-time | <input type="checkbox"/> Temporary Part-time |

I request the following action be taken by the
Atascosa County Commissioners Court:

Full Name: Johnny A. West

Position: County Worker / CDL Driver

Pay Rate: \$ 48,000.00 Monthly ☐ Annually ☒

Salary Budget Area: 024- 400-402

Start Date: 01/01/2025

Physical : Pending ☒ Complete ☐ Not Applicable

Drug Test: Pending ☒ Complete ☐ Not Applicable

I request the agenda date: 01/01/2025

Officer :

Signature: 

AGENDA REQUEST (GENERAL)

Agenda Item 21.

Meeting Date: 12/23/2024

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

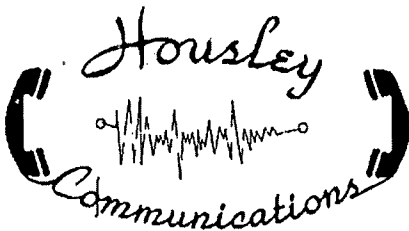
Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve a road bore permit for Frontier Communications on CR 438 and Olive St. from Jourdanton City limit line and East past Guajillo Drive for 287 feet. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurers Office.

ATTACHMENTS

Permit

345655



CUSTOMER COPY

**FIRST
FINANCIAL
BANK**

P.O. Box 5291, San Angelo, TX 76902-5291

CHECK DATE
12/9/2024

CONTROL #
000345655

PAY THIS AMOUNT

\$500.00

HOUSLEY COMMUNICATIONS
P.O. Box 2899 San Angelo, TX 76902-2899

Five Hundred Dollars And 00 Cents

PAY

ATASCOSA COUNTY
1 COURTHOUSE CIRCLE DR-STE 102
ATTN: JESSICA KID
JOURDANTON TX 78026

VOID IF NOT CASHED IN 90 DAYS

TO THE
ORDER
OF

#1270

345655

**ALL PAYMENTS ARE
NON-REFUNDABLE**

6100012402

345655

Housley Communications, Inc.

(325) 944-9905 Ext. 00 0000000000696101

ATACO

ATASCOSA COUNTY

12/9/2024

000345655

Document number
PERMIT 120924

Document Date
12/9/2024

Amount Paid
\$500.00

Credits
\$0.00

Net Amount
\$500.00

#1270

Pct 4
Riley

OFFICE COPY

printed by Dalena <dfreeman@hc-inc.com>

\$500.00

\$0.00

\$500.00

#1270

Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

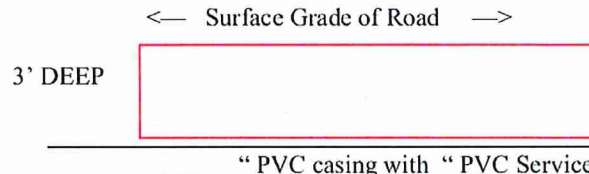
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 11-26-2024

Formal notice is hereby given that Frontier Communications
Company proposes to place a buried fiber optic cable
line within the right-of-way of CR 438 in Precinct 4
Atascosa County, Texas as follows: (give location, length, general design, etc.)

**Approx. 287' directional bore 2-125" HDPE with fiber optic cable along the north side of CR 438 / Olive Street
from the Jourdanton City Limit line east past Guajillo Drive.**

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30" BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under "Re-vegetation Special Provisions".
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company's operations under this permit, or facilities installed under this permit, **EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.**
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 15 day of December, 2024.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a "gas corporation" as defined by Chapter 181, Texas Utilities Code, and/or a "common carrier" as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm's Operator Number assigned by the Texas Rail Road Commission: _____.

10. A copy of the firm's complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit _____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: "*low pressure transmission pipeline of less than 1 mile.*")
proposed line is fiber optic with zero voltage

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

12. A copy of the firm's complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC _____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: "*low pressure distribution pipeline of less than 5 miles.*")

proposed line is fiber optic with zero voltage

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. Email: kwilson@hc-inc.com

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

Elisco Perez
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

OSP LINE & UTILITY LEGEND

PROPOSED INSTALLATION LINE TYPES

UNDERGROUND

PROPOSED BORE

PROPOSED TRENCH

PULL THRU EXISTING PROPERTIES CONDUIT

PULL THRU EXISTING LEASE CONDUIT

PULL THRU EXISTING SOC (SUB-OWNED CONDUIT)

NEW CONTACT (PROP. ANCHOR SHOWN)

OVERFLASH TO EXISTING

MINIMAL DROP

COMMON LINE TYPES

RIGHT OF WAY

PROPERTY / LOT LINE

EASEMENT

JURISDICTION BOUNDARY

EDGE

CLARK RAIL

RAILROAD TRACK

WATER LINE

WASTEWATER

WASTEWATER, FORCE MAIN

STORM DRAIN

BOX CULVERT

GAS LINE

UNDERGROUND ELECTRIC

OVERHEAD ELECTRIC

TOP OF SLOPE

TOE OF SLOPE

DITCH LINE

SIDEWALK

EDGE OF PAVEMENT

STANDARD OR RECESSED INLET ALONG CURB

BUILDING FOOTPRINT

RETAINING WALL HEADWALL

COMMON SYMBOL LEGEND

EX. WOOD POLE & GUY

NEW WOOD POLE

ANCHOR

STREET LIGHT OR TRAFFIC SIGNAL

FIRE HYDRANT

WATER METER

VALVE, TYPICAL

GAS METER

SGN

GRATE / HOLE

MANHOLE, TYPICAL

WASTEWATER CLEANOUT

TRANSMISSION POLE

TRANSMISSION TOWER

EXISTING MANHOLE

PROPOSED MANHOLE

EXISTING VAULT

PROPOSED VAULT

EXISTING MANHOLE

PROPOSED MANHOLE

EXISTING PEDESTAL

PROPOSED PEDESTAL

EXISTING FLOWER POT

PROPOSED FLOWER POT

MARK PAVEMENT

TREE

SHRUB

TYPICAL DETAILS

1. DETAILS NOT DRAWN TO SCALE.

2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.

3. IF ANY DISCREPANCY, APPLICABLE JURISDICTION REQUIREMENTS TAKE PRECEDENCE OVER TYPICAL DETAILS.

TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT

TYPICAL DETAIL "B"

CROSS SECTION OF PROPOSED HDPE

TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

MINIMUM AERIAL CLEARANCE

STATE HIGHWAY	18.0'
OTHER ROADWAY	15.5'
NO VEHICLE ACCESS	12.0'

DIRECTIONAL BORE - CROSSING DETAIL

STATE ROADWAY	60"
OTHER ROADWAY	42"

SPECIAL NOTES

REVISIONS

Frontier COMMUNICATIONS

FIBER CONSTRUCTION

JRTN 2025 FTTH FEEDER ROUTE 2

PROJECT NUMBER: 5323934

C.O. AREA: JOURDANTON

EXCH. CODE: 70428

DRAWN DATE: 10/30/2024

ENGR: Apex Civil Solutions

CNTY: ATASCOSA

PHONE: 945.245.APEX

FILE: JRTN-FeederRoute2.dwg

SCALE: 1/4" = 1'-0"

TAX DISTRICT: ---

PAGE: 02 OF 03

DATE: ---

RNG: ---

SEC: ---

To: _____

Roadway ⁴³⁸CR 348
Beg. RM _____ Offset _____ End RM _____
County Precincts No. 4 Atascosa County, Texas
Date: 11/26/24

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

- **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

FRONTIER COMMUNICATIONS
JRTN 2025 FTTH FEEDER ROUTE 2
5323934
CR 438 AT GUAJILLO DRIVE

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-06	PLANS
-	ICP

ESTIMATED PROJECT TOTALS		
DESCRIPTION	QUANTITY	UNIT
TRENCH + CONDUIT		FT
DIR. BORE + CONDUIT	287	FT
DIR. BORE + CASING		FT
PULL THRU EX FIBER DUCT		FT
PULL THRU EX SDC		FT
PLACE VAULT		CA
PLACE HANDHOLE	2	EA
PLACE MANHOLE		EA
PLACE PEDESTAL		EA
PLACE FLOWER POT		EA
PLACE FIBER DIST. HUB (FIB-)		EA
R & R SIDWALK		SF
R & R PAVEMENT		SF
ASPHAL: OVERLASH		FT
ASPHAL: NEW BULD		FT
ASPHAL: DRIP		FT
ASPHAL: OVERHEAD GUY		FT
U-GUARD RISER ON POLE	1	EA
DOWN GUY + ANCHOR		EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-229-0619
EMAIL: darrin.albrecht@fc.com
CONSTRUCTION: ANDY CRENSHAW
214-429-5038
EMAIL: andy.g.crenshaw@fc.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
DIANDON HERBERT
912-021-6919
EMAIL: dherb@hgr-inc.com

ENGINEERING CONTRACTOR

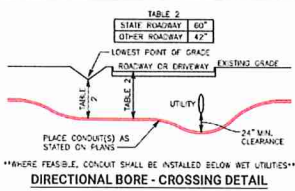
NAME OF FIRM: APEX CIVIL SOLUTIONS, INC.
CHRIS HARDWICK
945-245-2759
EMAIL: chris@apexcivil.com

REVISIONS

Frontier
COMMUNICATIONS

FIBER CONSTRUCTION
JRTN 2025 FTTH FEEDER ROUTE 2

PROJECT: 5323934 G.O. AREA: JORDANTON
NUMBER: EXCH. CODE: 70428
DRAWN DATE: ENGR: Apex Civil Solutions CNTY: ATASCOSA
10.30.2024 PHONE: 945.245.APEX FILE: JRTN-2025-0103
SCALE: 1"=40' TAX DISTRICT: PAGE: 01 OF 03
TMS-P: RING: SEG:



SPECIAL NOTES

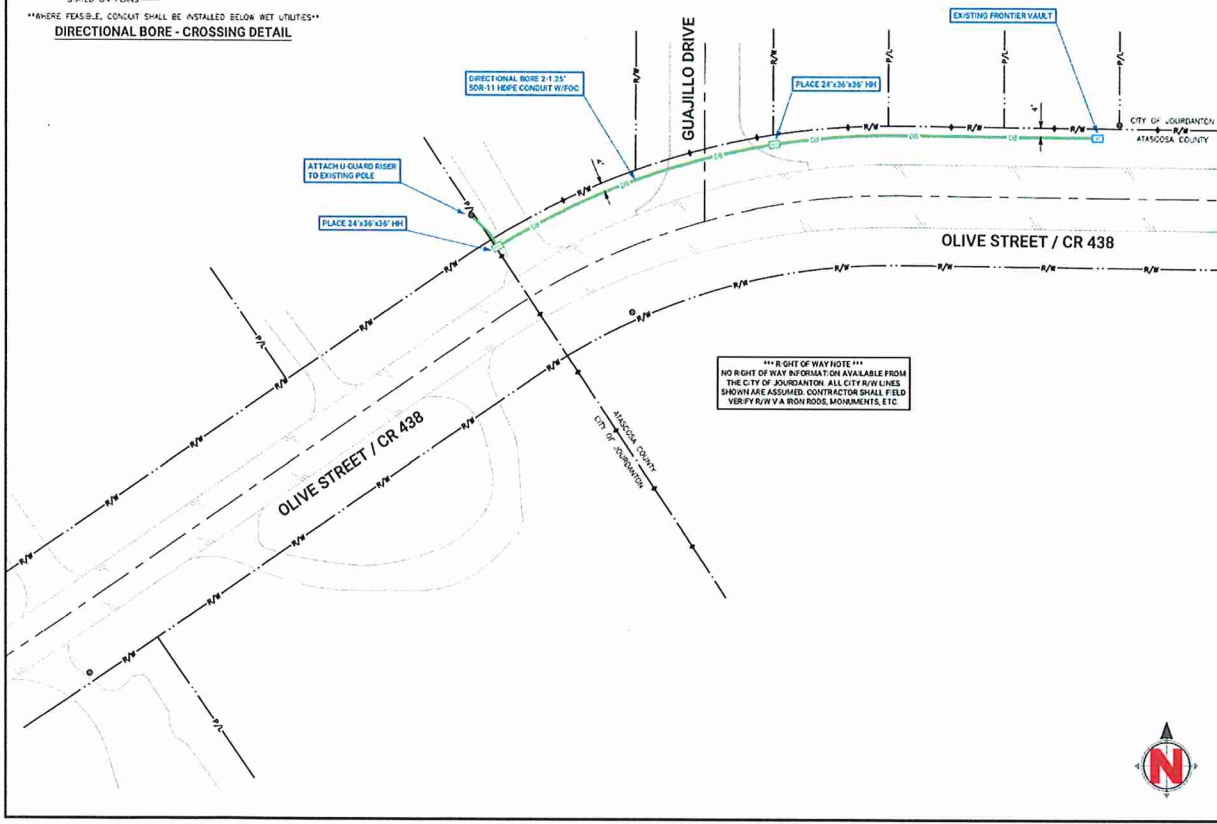
RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS



FIBER CONSTRUCTION			
JRTN 2025 FITH FEEDER ROUTE 2			
PROJECT NUMBER: 5323934	C.O. AREA: Jourdanton	EXCH CODE: 70428	
DRAWN DATE: 10/30/2024	ENGR: Apex Civil Solutions	CNTY: ATASCOSA	FILE: JRTN-Atascosa-05/24
SCALE: 1"=40'	TAX DISTRICT: ----	PAGE: 03 OF 03	
TWSP: --	RNG: ----	SEC: ----	



AGENDA REQUEST (GENERAL)

Agenda Item 22.

Meeting Date: 12/23/2024

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve a permit for Select Water Solutions, LLC for 2 -12" lay-flat lines on CR 401 and 407 for 6,164 feet. A check in the amount of \$2,000.00 has been turned into the Atascosa County Treasures Office.

AGENDA REQUEST (GENERAL)

Agenda Item 23.

Meeting Date: 12/23/2024
Item Title: Tax Office Addition & Renovations - AARP Funds
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning the review, acceptance and selection of the following bid/bids that were submitted by the deadline for the Atascosa County Tax Office addition and renovations or direct the County Auditor to re-advertise.

If a bid is accepted and selected, discuss and/or take appropriate action to dedicate ARPA funds to the amount of the accepted bid.

AGENDA REQUEST (GENERAL)

Agenda Item 24.

Meeting Date: 12/23/2024
Item Title: Sheriff's Office Addition & Renovations - AARP Funds
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning the review, acceptance and selection of the following bid/bids that were submitted by the deadline for the Atascosa County Sheriff's Office addition and renovations or direct the County Auditor to re-advertise.

If a bid is accepted and selected, discuss and/or take appropriate action to dedicate ARPA funds to the amount of the accepted bid.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 25.

Meeting Date: 12/23/2024
Item Title: Update Set Salaries 2025
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to update/correct the set salaries, expenses, and allowances for Atascosa County for the budget year beginning January 1, 2025, and ending on December 31, 2025.

AGENDA REQUEST (GENERAL)

Agenda Item 26.

Meeting Date: 12/23/2024
Item Title: Rick's Insurance Workers Comp Policy Renewal
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action concerning the Ricks Insurance Workers
Ricks Insurance: Compensation renewal, which goes into effect January 1, 2025.

ATTACHMENTS Information



205 N. Main Street, Pleasanton, Texas 78064
Phone 830-569-3881 Fax 830-569-3208
www.ricksinsurance.com

**WORKERS COMPENSATION
INSURANCE RENEWAL PROPOSAL
FOR
ATASCOSA COUNTY
TO BE EFFECTIVE 1-1-2025**

WORKERS COMPENSATION

Employers Liability Limits

Bodily Injury by Accident each employee	\$ 1,000,000
Bodily Injury by Disease each employee	\$ 1,000,000
Bodily Injury by Disease policy limit	\$ 1,000,000

Premiums are based on the following estimated payroll which is subject to audit for the actual payroll during the policy period.

	2024 Estimated Payroll	2025 Estimated Payroll
Animal Shelter	\$ 512,280	\$ 610,533
Chemical Analyst-Septic Inspector	\$ 54,000	\$ 56,400
Street & Road	\$ 2,403,600	\$ 2,550,200
Commissioners	\$ 380,000	\$ 389,600
Drivers - to Medical Examiner	\$ 25,000	\$ 25,000
Sheriff/Jail	\$ 7,963,020	\$ 8,314,619
EMS	\$ 1,761,700	\$ 1,698,386
Juvenile Probation and Detention Officers	\$ 2,725,509	\$ 2,877,653
Clerical, including election workers	\$ 4,883,164	\$ 5,373,952
Election Personnel	85,000	\$ 40,000
Attorney Office, public defenders	\$ 3,440,690	\$ 3,840,390
Maintenance, including Juvenile	\$ 376,000	\$ 398,800
Fire Marshal & investigators	\$ 170,500	\$ 186,400
Office Machine Installation-IT	\$ 136,000	\$ 189,400
Total Payroll	\$24,916,463	\$26,551,333
Premium	\$306,656.00	\$363,665.00

Ricks Insurance Agency will provide local Claims Management assistance and Risk Management services as requested.

This is a proposal only. It includes only the highlights of the proposed coverage. A full description of coverage, exclusions and limitations will be found in your policy.

AGENDA REQUEST (GENERAL)

Agenda Item 27.

Meeting Date: 12/23/2024

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the following changes to the
Policy & Procedure Atascosa County Personnel Manual.
Committee:

A. Approve the reduction of the comp-time limit from 80 hours to 40 hours in the "Overtime Compensation" policy, effective January 1, 2025.

B. Approve clarifications to the "Vacation Benefits" policy regarding the equitable distribution of vacation accruals for employees working 8-hour, 12-hour, and 24-hour shifts, effective January 1, 2025.

C. Approve the inclusion of the Animal Control Shelter Director and Juvenile Detention Center Director as "exempt" from the time clock system in the "Time and Attendance" policy, effective January 1, 2025.

D. Approve the 2025 Vacation Accrual Transition Period.

ATTACHMENTS

Policy Edits

5.07 OVERTIME COMPENSATION

This policy shall apply to all county employees eligible for overtime compensation under the Fair Labor Standards Act (FLSA), with the exception of the Sheriff's law enforcement employees. See below for law enforcement overtime policy. Overtime pay is calculated at one and one-half (1½) times the regular hourly rate. Compensatory time is accumulated at one and one-half (1½) times the overtime hours worked.

Overtime for law enforcement employees is in accordance with Section 7(k) of FLSA, 29 U.S.C. § 207(k). The established work period for law enforcement employees is 28 consecutive days for the purpose of overtime compensation. The maximum hours standard for law enforcement personnel is 171 hours worked in a 28-day work period, after which the employee is entitled to one and one-half (1½) times the regular hourly rate. Law Enforcement Employees may receive overtime pay or compensatory time for time worked beyond 171 hours in a 28-day work period.

Effective January 1, 2025, the County is changing the limit for Comp Time to 40 hours. Anyone who accrues more than 40 hours must use that time within the next pay period. When an employee has accrued more than 40 hours of compensatory time, the County will require that, if the employee wishes to take any time off, including sick leave, vacation, or personal leave, they must first use their compensatory time hours. This requirement will remain in effect until the employee's compensatory time balance falls below the 40-hour limit.

When an employee has reached the maximum accrual of compensatory time, any additional overtime worked shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay until compensatory time has been used to bring the balance below the maximum. Employees shall be allowed to use earned compensatory time within a reasonable period after it is requested, provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works. Compensatory time may be used for any purpose desired by the employee. The County shall have the right to require employees to use earned compensatory time at the convenience of the County.

If an employee terminates employment for any reason prior to using all earned FLSA compensatory time, he/she shall be paid for all unused compensatory time in accordance with the requirements of the FLSA. The County shall retain the right to "buy back" all or part of an employee's unused compensatory time by paying the employee for that time at the employee's current regular rate.

The County shall retain the right to pay all, or part of, the overtime worked in any workweek by paying for that overtime at one and one-half (1½) times the employee's regular rate of pay.

Each employee shall be responsible for recording any compensatory time used within a pay period on the time sheet for that pay period. The Department Head shall be responsible for keeping records of all compensatory time earned and used by each eligible County employee in his/her department and shall update the balance due to each employee at the end of each pay period. Any issues on overtime compensation not addressed in this policy shall at least meet the minimum requirements of the FLSA and the regulations issued by the Department of Labor to administer that Act.

CURRENT VACATION POLICY

3.03 VACATION BENEFITS

Vacation (time-off with pay) is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees are eligible to earn and use vacation time as described in the policy. Part-time and temporary employees shall not be eligible for vacation benefits. The amount of paid vacation time employees receive each year increases with length of their employment as shown in the schedule below:

After one (1) yearForty (40) hours
After two (2) yearsEighty (80) hours
After ten (10) yearsOne hundred twenty (120) hours
After twenty (20) yearsOne hundred sixty (160) hours

A regular full-time employee will be allowed his/her vacation any time after the anniversary of the first and second year of service with the county. Thereafter, a regular full-time employee will be allowed to schedule his/her vacation in accordance with the provisions of this section on a calendar year basis, beginning with the calendar year in which the third anniversary of employment falls.

Paid vacation can be used in minimum increments of one-half day (4 hours). To take a vacation, employees must request approval from their department head. Requests will be reviewed based on a number of factors, including county needs and staffing requirements. Vacation time-off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation.

Vacation shall not be accrued while an employee is on leave without pay. Scheduling of vacations shall be at the discretion of the individual department heads. Employees shall only be able to use vacation which has already been accrued and shall not be allowed to borrow vacation against possible future accruals.

Each employee shall be responsible for accurately recording all vacation time used on his/her time sheet. Employees are encouraged to use available paid vacation time. In the event that available vacation time is not used by the end of the fiscal year, employees may NOT carry unused time forward to the next fiscal benefit year.

UPDATED VACATION POLICY TO REFLECT EMPLOYEES WORKING 12- AND 24-HOUR SHIFTS

3.03 VACATION BENEFITS

Vacation (time-off with pay) is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees are eligible to earn and use vacation time as described in this policy. Part-time and temporary employees shall not be eligible for vacation benefits.

The amount of paid vacation time employees receive each year increases with length of their employment as shown in the schedule below:

Years of Service	Vacation Hours (for 40-hour workweek)	Vacation Days (for 40-hour workweek)
After one (1) year	Forty (40) hours	5 days (8-hour shifts)
After two (2) years	Eighty (80) hours	10 days (8-hour shifts)
After ten (10) years	One hundred twenty (120) hours	15 days (8-hour shifts)
After twenty (20) years	One hundred sixty (160) hours	20 days (8-hour shifts)

Employees working 12-hour or 24-hour shifts will accrue vacation time based on the number of hours in their shifts, ensuring equity in time off. The vacation time allotment for employees on 12-hour and 24-hour shifts is calculated as follows:

- **For employees working 12-hour shifts:**

- After one (1) year, the employee will earn **60 hours** of vacation (equivalent to 5 working days of 12-hour shifts).
- After two (2) years, the employee will earn **120 hours** of vacation (equivalent to 10 working days of 12-hour shifts).
- After ten (10) years, the employee will earn **180 hours** of vacation (equivalent to 15 working days of 12-hour shifts).
- After twenty (20) years, the employee will earn **240 hours** of vacation (equivalent to 20 working days of 12-hour shifts).

- **For employees working 24-hour shifts:**

- After one (1) year, the employee will earn **120 hours** of vacation (equivalent to 5 working days of 24-hour shifts).
- After two (2) years, the employee will earn **240 hours** of vacation (equivalent to 10 working days of 24-hour shifts).
- After ten (10) years, the employee will earn **360 hours** of vacation (equivalent to 15 working days of 24-hour shifts).

- After twenty (20) years, the employee will earn **480 hours** of vacation (equivalent to 20 working days of 24-hour shifts).

Note:

- A "day" of vacation is defined based on the employee's shift schedule (e.g., 8 hours for those on 8-hour shifts, 12 hours for those on 12-hour shifts, and 24 hours for those on 24-hour shifts).
- Vacation accrual is granted on the anniversary of the employee's hire date and will be calculated according to the appropriate number of hours or days as per the above chart.

A regular full-time employee will be allowed to take vacation any time after the anniversary of their first and second year of service with the county. Thereafter, a regular full-time employee will be allowed to schedule their vacation in accordance with the provisions of this section on a calendar year basis, beginning with the calendar year in which the third anniversary of employment falls.

Paid vacation can be used in increments of half-day or full-day off, based on the employee's shift schedule. To take vacation, employees must request approval from their department head. Requests will be reviewed based on a number of factors, including county needs and staffing requirements. Vacation time-off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation.

Vacation shall not be accrued while an employee is on leave without pay. Scheduling of vacations shall be at the discretion of the individual department heads. Employees shall only be able to use vacation that has already been accrued and shall not be allowed to borrow vacation against possible future accruals.

Each employee shall be responsible for accurately recording all vacation time used on his/her time sheet. Employees are encouraged to use available paid vacation time. In the event that available vacation time is not used by the end of the fiscal year, employees may NOT carry unused time forward to the next fiscal benefit year.

4.0 TIME AND ATTENDANCE/PAYROLL

4.01 TIME AND ATTENDANCE

Policy: Federal and state laws require Atascosa County to keep an accurate record of time worked. To ensure adequate staffing, positive employee morale, and to meet expected standards throughout Atascosa County, timely and regular attendance is an expectation of performance for all Atascosa County employees. Employees will be held accountable for adhering to their workplace schedule and documenting their time in the Time and Attendance System, TimeClock Plus. Accurately recording time worked is the responsibility of every employee, exempt or nonexempt. Altering, falsifying, tampering with time records, or clocking in/out for another employee is grounds for disciplinary action, up to and including termination of employment and legal action.

Procedure:

1. Time Clocks – Time and Attendance:

- Employees, exempt or nonexempt, are required to clock in at the start of their day/shift, clock out and back in for their lunch break, and clock out at the end of their day/shift.
- Atascosa County Elected Officials, Appointed Officials, Assistant County Attorneys, Assistant District Attorneys, Public Defender's Office Attorneys, EMS Director, ~~Chief Animal Control Investigator~~, **Animal Control Shelter Director**, Emergency Management Coordinator, Fire Marshal, Deputy Fire Marshal - Environmental Crimes Officer, Elections Administrator, IT Manager, Chief Juvenile Probation Officer, **Juvenile Detention Center Director** and District Court-Court Reporters are not required to use the Time Clock.
- Any employee with three (3) or more missed punches may be required to come before Commissioners Court, along with their supervisor, elected official, or department head, to explain the excessive missed punches.
- Any supervisor routinely editing, changing, or adding time for employees may be required to come before Commissioners Court to explain.

2. Time Clocks and Failure to Clock In/Out:

Employees are required to follow guidelines for recording their actual hours worked. A missed clock in/out is a violation of this policy and includes:

- Failure to clock in/out on their designated time clock at the beginning and/or end of their assigned shift;
- Failure to clock in/out on their designated time clock for the meal break;
- Failure to accurately and timely report time worked;
- Clocking in/out early (or late) of assigned shift without prior approval;
- Clocking in or out for any other employee or asking another employee to clock in or out for you is a violation of this policy and will result in disciplinary action, up to and including termination of employment and legal action.

3. Time Clocks Records:

- Time records online are official county documents and, as such, require accurate and truthful information. Falsifying a time record, which is considered a county record, is grounds for disciplinary action up to and including termination and is a criminal offense.
- It is the employees' responsibility to approve their time records to certify the accuracy of all

time recorded. Once the employee has approved their time, the elected official, appointed official, or department head will review and then approve the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the department head must verify and approve the accuracy.

4.02 PAY

Pay for County Elected and Appointed Officials and employees who are paid from county funds are set each year by the Commissioners' Court. Rules governing salary administration and pay increases are also established by the Commissioners' Court.

AGENDA REQUEST (GENERAL)

Agenda Item 28.

Meeting Date: 12/23/2024
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Update and/or take appropriate action concerning Judge, Commissioner and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners' Court minutes and other documents not related to education needing to be filed in the court records.

Atascosa County Treasurer Laura Pawelek has completed the following continuing education 2024 County Investment Academy, 2024 Certificate of Compliance Public Funds Investment Act and 2024 Certificate of Compliance of Continuing Education.

Atascosa County Tax Assessor Collector has completed 37.50 hours of continued education from the 90th Annual Tax Assessor-Collectors Association Conference and the TNT for ISD's and TNT for others, and the 42nd annual V. G Young School for Tax Assessor-Collector. Loretta Holley has also completed 36.50 hours of continued education at the 41st V. G Young School for Tax Assessor-Collectors, 90th Annual Tax Assessor-Collectors Association Conference and TNT for ISD's and TNT for others. Loretta Holley will carry over 10:00 hours of education to 2025.

ATTACHMENTS Information

CIA Annual Compliance Certificate



Emmett & Miriam
McCoy
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES
2024 Certificate of Membership
County Investment Academy

Hon. Laura Pawelek

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Atascosa County

Issued by the Texas Association of Counties the thirty-first day of December, 2024

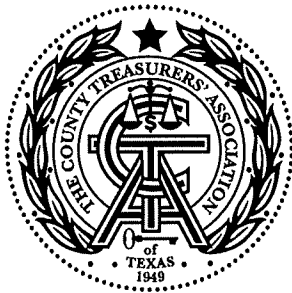
Mr. Nathan Craddock, President

Ms. Susan Redford, Executive Director

PFIA Annual Compliance Certificate



County Treasurers' Association of Texas 2024 Certificate of Compliance Public Funds Investment Act



This Certifies That
Hon. Laura Pawelek
Treasurer
Atascosa County

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, Public Funds Investment Act, Section 2256.008. Investment Training; Local Governments.

Honorable Karrie Crownover, President
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair
Certification and Validation Committee

CTAT Annual Compliance Certificate



County Treasurers' Association of Texas
2024 Certificate of Compliance
Continuing Education



This Certifies That
Hon. Laura Pawelek
Treasurer
Atascosa County

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer requirements established by section 83.003 of the Texas Local Government Code Continuing Education

Honorable Karrie Crownover, President
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair
Certification and Validation Committee