

CONTRACT BETWEEN BURNET COUNTY AND VOLUNTEER FIRE DEPARTMENT

FOR EMERGENCY FIRE RESPONSE ASSISTANCE SERVICE

I. This agreement made and entered into by and between The County of Burnet, hereinafter referred to as the "County", and COTTONWOOD SHORES VOLUNTEER FIRE DEPARTMENT, hereinafter referred to as the "Contractor".

II. This agreement will become effective on October 1st, 2017 and expire September 30, 2018. This agreement shall continue in force and effect for a period of one (1) year and shall be automatically renewed annually thereafter for successive one year periods if approved by the Commissioners Court of Burnet County. The agreement will be reviewed annually, with any monetary amendments sent to VFD during budget time each year. It is further provided that either party may terminate this contract at any time, with or without cause, upon not less than thirty (30) day written notice to the other party. Notice to the County shall be to Burnet County Auditor, 220 S. Pierce St, Burnet, TX 78611. Notice to the Contractor shall be to COTTONWOOD SHORES VOLUNTEER FIRE DEPARTMENT, 610 Birch Lane, Cottonwoods Shores, TX 78657. Should a party provide notice of termination of this agreement at anytime, the parties agree that obligation of any further quarterly payments by County shall cease as of the end of the notice period. Further, any funds already paid that are in excess to the previous quarterly payment shall be returned to County. Such excess funds will be calculated on a pro rated basis. Should a quarterly payment be due after a 30-day notice of termination is made by any party, County agrees that it will forward the amount of funding that covers up to the termination date on a pro rated basis.

III. THE CONTRACTOR AGREES TO SPEND THE MONEY RECEIVED FROM THE COUNTY FOR THE PURPOSES OF FIGHTING FIRES IN BURNET COUNTY AND BY PROVIDING EMERGENCY MUTUAL AID ASSISTANCE TO OTHER COUNTY RESPONDERS. ALL CALLS AND RESPONSES SHALL BE SO REPORTED TO THE TEXAS FOREST SERVICE TO ENABLE THE COUNTY AND/OR VFD TO REQUEST REMIBURSEMENT OF COSTS AS MAY BE PROVIDED FROM TIME TO TIME BY STATE AND/OR FEDERAL AGENCIES.

IV. The County agrees to pay the Contractor for emergency mutual aid fire assistance \$5,066.50 per quarter in December, March, June and September during the first year of this contract. The quarterly payments are calculated on a charge of sixteen dollars (\$16.00) per VFD radio per month that are subscribed to the Western County Tower System which was deducted from the quarterly gross payment of \$5834.50. Successive year payments to be determined by Burnet County Commissioners Court during budget time each year. Due to public safety needs, should Contractor elect to terminate its services to the area it covers, Contractor agrees that is shall not cease such services until the negotiations for a new agreement can be finalized with a new entity to continue the coverage of the affected area, and the new entity is in place to begin the coverage without any service interruption to the public. Under this scenario, County agrees it will continue to provide funding up until the termination date on a pro rated basis.

V. Monies received from Burnet County will not be spent on salaries of members of the Contractor or for any private purposes.

VI. The Contractor agrees to submit a Quarterly Report and Memorandum of Fires and Calls answered to the County Judges Office for Commissioners' Court review each Quarter beginning January 16, 2018. (Copies of the reports submitted to the Texas Forest Service are acceptable.)

VII. In March of each contract year, the Contractor will submit the following to the Burnet County Auditor for review and presentation to Burnet County Commissioners court:

- a. VFD annual budget
- b. Audited financial statements
- c. VFD by-laws, noting any updates to the previous years' by-laws
- d. Copies of liability insurance policies

VIII. The Contractor and each of its members and agents agrees to hold in trust any of the monies received herein, and any property purchased in whole or part by said money for the benefit of Burnet County citizens, or elsewhere pursuant to a mutual aid agreement.

IX. The Contractor by this agreement is not an agent of the County. The County has no duty to supervise or direct the conduct of the Contractor, its members or its agents. The Contractor agrees to hold harmless, indemnify and defend the County, its Commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly rising from or related to the conduct of the Contractor.

XI The Contractor does further agree that in order to protect itself, the public and the County, under the indemnity provision herein above set forth, the Contractor will at all times during the term of the agreement, have and keep in force a general liability insurance policy in the amount not less than \$1,000,000.00 for property damage, \$5,000.00 for injury and/or damages to any one person, \$3,000,000.00 for aggregate injuries and damages arising from any other accident.

XII. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

In Witness Whereof the parties have hereunto set their hands as the dates written below:

County of BURNET

Signature

James Oakley, County Judge

Date

9-12-17

Approved as to Form and Legality:

Signature

Leslie Vance, Civil Attorney

Date

Contractor: COTTONWOOD SHORES VOLUNTEER FIRE DEPARTMENT

Signature, Cottonwood Shores VFD Board President

Print Name

Date