

CONTRACT BETWEEN BURNET COUNTY AND VOLUNTEER FIRE DEPARTMENT

FOR EMERGENCY FIRE RESPONSE ASSISTANCE

I. This agreement made and entered into by and between the County of Burnet, hereinafter referred to as the "County", and **OAKALLA VOLUNTEER FIRE DEPARTMENT**, hereinafter referred to as the "VFD".

II. Chapter 352 of the Texas Local Government Code allows the Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County. **This agreement will become effective on October 1st, 2020 and expire September 30, 2021.** 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 set 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, 133 E. Jackson St., Burnet, Texas 78611.** Notice to the VFD shall be to **Oakalla Volunteer Fire Department, 92111 FM 963, Oakalla, Texas 78608.** Should a party provide notice of termination of this agreement at any time, the parties agree that obligation of any further payments by County shall cease as of the end of the notice period. Further, any funds already paid that are in excess shall be returned to County. Should a 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 VFD AGREES TO SPEND THE MONEY RECEIVED FROM THE COUNTY FOR THE PURPOSES OF FIGHTING FIRES IN BURNET COUNTY AND BY PROVIDING EMERGENCY 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 REMBURSEMENT OF COSTS AS MAY BE PROVIDED FROM TIME TO TIME BY STATE AND/OR FEDERAL AGENCIES.**

IV. Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows: To assist the various communities and residents located in the unincorporated areas of Burnet County, the County agrees to pay \$16 per VFD radio per month directly to the Western Regional Tower System for each VFD radio subscribed to the system. The County will also establish a fund under the direction of the Commissioners Court to be used for training, declared disasters and to reimburse the VFD for eligible expenses as defined below in an amount not to exceed \$5,000 for the consideration of making fire protection runs into unincorporated areas of Burnet County. Reimbursement of eligible expenses shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice with proper documentation to the County Auditor after the beginning of the term and prior to August 31, 2021. Invoices received after the August 31, 2021 will not be reimbursed. The amount of available funding will be determined annually at budget time by the Commissioners' Court. Unused funds at the end of the fiscal year will not carry forward from year to year.

V. Monies received from Burnet County will not be spent on salaries of members of the VFD or for any private purposes. Eligible expenses include training registration cost, and unanticipated expenditures incurred due to a federal, state or locally declared disaster. The Commissioners' Court will make the final determination if an expense is eligible. Meals, lodging and mileage are not eligible for reimbursement.

VI. The VFD agrees to submit a Quarterly Report and Memorandum of Fires and Calls answered to the County Judge's Office for Commissioners' Court review each Quarter beginning January 1, 2021. (Copies of the reports submitted to the Texas Forest Service are acceptable.)

VII. In March of each contract year, the VFD 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 year's by-laws
- d. Copies of liability insurance policies

VIII. The VFD 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 contract for services.

IX. The VFD by this agreement is not an agent of the County. The County has no duty to supervise or direct the conduct of the VFD, its members or its agents. The VFD 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 VFD.

X. The VFD does further agree that in order to protect itself, the public and the County, under the indemnity provision herein above set forth, the VFD 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.

XI. 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

10-27-2020
Date

Approved as to Form and Legality:

Signature Eddie Arredondo, County Attorney

10-30-20
Date

VFD: Oakalla Volunteer Fire Department

Signature, Oakalla VFD Board President

GENE KEELING
Print Name

12-22-20
Date