



All changes made this year are in red.

FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and**

_____ **VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this ___ day of _____, 2009, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the _____ VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the DEPARTMENT, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that the consideration moving between the parties in support of this contract is the exchange of services.

1. During the existence of this contractual relationship, DEPARTMENT shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by DEPARTMENT and at the expense of DEPARTMENT. DEPARTMENT will provide firefighting/rescue services within the assigned Fire Zone located within COUNTY, in accordance with and subject to the terms and conditions set out.

2. During the existence of this contractual relationship, DEPARTMENT shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners' Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that DEPARTMENT shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of COUNTY. This contract is for the purpose of securing to each DEPARTMENT the benefits of mutual aid in fire protection, in the protection of life and property from fire and in firefighting/rescue activities.

4. The equipment and personnel utilized by DEPARTMENT in performing the firefighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the DEPARTMENT and at such places as may be designated by DEPARTMENT.

5. It is specifically agreed that the firefighting equipment and personnel of DEPARTMENT shall give priority to calls within the assigned Fire Zone of the DEPARTMENT: if at any time it is determined by the department head, or acting department head of the DEPARTMENT, that an emergency condition exists within the assigned Fire Zone of the DEPARTMENT, then any call or calls originating outside the assigned Fire Zone of the DEPARTMENT may be deferred or refused during the pendency of such emergency. Provided, however, that DEPARTMENT is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the DEPARTMENT but within the COUNTY at all times. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the DEPARTMENT shall be final and shall not be subject to review by the governmental bodies of COUNTY.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that DEPARTMENT, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the COUNTY and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of ___% of COUNTY'S fire department budget, such amount to be determined by COUNTY each fiscal year, and allotted to DEPARTMENT based ^m ~~on the number~~ ~~of calls made within the jurisdictional boundaries of COUNTY, and other~~ factors deemed the

relevant by COUNTY. DEPARTMENT shall submit a Financial and Fire Response report to the County Auditor every quarter, and payment shall be made quarterly to DEPARTMENT based on the contents of said report, and the submission of said report shall be a condition precedent to COUNTY'S obligation to pay DEPARTMENT under this section. Quarterly payments to the DEPARTMENT are contingent upon the availability of funding.

8. All expenses incurred in the furnishing of firefighting service under this contract shall be borne by DEPARTMENT and all supervisory responsibility and administrative control over the DEPARTMENT shall remain with the DEPARTMENT.

9. DEPARTMENT shall be responsible for keeping and maintaining thorough and accurate financial records, including records related to the information contained in reports submitted to COUNTY under this agreement, as well as records detailing the amount and nature of expenditures. All records of the DEPARTMENT shall be made available for review immediately upon demand by the County Auditor to insure proper use of COUNTY funds.

GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the _____ Volunteer Fire Department.

The term of this contract shall be for five (5) years. The parties have the option to renew this contract upon expiration of five (5) years for an additional five-year term. If, for any reason,

either party is unable or unwilling to carry out the terms of this contract, or it would become unduly burdensome for that party to continue performing this contract, that party shall have the option to terminate this contract upon sixty (60) days written notice to the other party at the headquarters or business address of the other party. Upon termination of this contract, COUNTY funds will cease immediately, and COUNTY property will be retrieved for redistribution.

This contract is effective as of the date of execution. This contract supersedes any other fire protection contract or agreement between the parties hereto.

By DEPARTMENT:

By COUNTY:

COPY

Volunteer Fire Department
Volunteer Fire Department
Signature of Fire Chief

Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge

Date: _____

Date: _____