

NAVARRO COUNTY COMMISSIONER'S COURT

A special meeting of the Navarro County Commissioner's Court was held on Tuesday, 26th Day of September, 2012 AT 1:30 P.M., in the Basement Conference room of the Navarro County Courthouse in Corsicana, Texas. Presiding Judge HM Davenport, Commissioners present Kit Herrington, Dick Martin, David Warren, and James Olsen

1. 1:33 P.M. Motion to convene by Comm. Herrington sec by Comm. Warren
All voted aye motion carried
2. Prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Motion to approve Volunteer Fire Department Contracts with edits made today by
Comm. Olsen sec by Comm. Martin **TO WIT PG 877-881**
5. Motion to adjourn by Comm. Martin sec by Comm. Warren
All voted aye motion carried

I SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR SEPTEMBER 26th, 2012

SIGNED 26th DAY OF September 2012.


SHERRY DOWD, COUNTY CLERK



VOLUNTEER FIRE DEPARTMENT AGREEMENT

This Agreement ("Agreement") is entered into on the date indicated ("Effective Date") by and between the County of Navarro, a political sub-division of the State of Texas (hereinafter "County") and the said _____ Volunteer Fire Department, Navarro County, Texas (hereinafter "Department")(collectively hereinafter referred to as the "Parties"):

WITNESSETH

WHEREAS, the County desires to assist the Department in providing rural fire protection for the citizens of Navarro County, Texas; and

WHEREAS, the Department owns and operates fire equipment for the protection of the "service area of the Department" in Navarro County, Texas and as part of its equipment at least one fire truck suitable for fighting rural fires; and

WHEREAS, the Department is a volunteer fire department in its area, duly chartered and recognized by the State of Texas or its municipality as a Volunteer Fire Department; and

WHEREAS, the Department shall conduct yearly safety training for all its members; and

WHEREAS, the County and the Department are both considered stewards of the taxpayer's money and thus have the best interests of said Taxpayers/Citizens, including the protection and safety of the lives and property of said Taxpayers/Citizens of Navarro County, in mind at all times.

NOW THEREFORE, it is UNDERSTOOD and AGREED by and between the Parties, for good and valuable consideration which sufficiency is acknowledged, as follows:

1. Authority. This Agreement is made under the authority and subject to the provisions of Texas Local Government Code § 352.001.
2. Payment. The County agrees to pay the Department an Agreed Sum monthly, beginning no later than October 1st of each calendar year. The payment amount shall be reviewed annually by the Navarro County Commissioners' Court and an authorized representative of the Navarro County Volunteer Firefighters Association. As of the Effective Date of this Agreement the Agreed Sum shall be \$175.00 per month per apparatus. This payment amount shall be paid for a maximum of three (3) apparatus per Department, unless a special exception is granted by the Navarro County Commissioners' Court and included in the particular Department's agreement. Such change in an original agreement shall necessitate the signing of a new agreement. The Navarro County Commissioners' Court makes this payment amount in consideration for the Department's agreement to answer rural fire calls when available and to provide rural fire protection for the rural residents of the County of Navarro, State of Texas. If the County advances funds to the Department

as a sub grantee of a grant and the Department fails to comply with the terms of the grant, resulting in the County having to refund money to the grantor, the County may offset monthly funding to the Department against amounts the County was required to repay to the grantor until the amount refunded by the County to the grantor is fully recouped.

3. Department Operations and Call Response. The Department agrees to perform as follows:
- a. The Department agrees to keep its fire equipment in a serviceable condition and its personnel trained for the purpose of answering calls made upon the Department.
 - b. The Department shall be a member in good standing of the Navarro County Volunteer Firefighters Association.
 - c. The Department shall provide proof of liability insurance (and comprehensive insurance if required by grant) for all fire equipment including vehicles, to the Navarro County Auditor's office at the time of executing this Agreement.
 - d. The Department shall obtain photographic identification cards for each individual Department member. These cards must be carried by the individuals at any time when the individual is responding to or on an active scene for identification purposes.
 - e. The Department shall make its emergency equipment available for operational viability inspection annually by a Navarro County Commissioner or other Court appointed representative. The inspection shall include but is not limited to operational safety of the emergency equipment and the current state inspection sticker attached to the windshield of every emergency vehicle.
 - f. The Department and its individual members shall comply with the Federal Communications Commission (FCC) part 90, rules and regulations, existing and as amended in the future. To ensure reliable and uninterrupted communications, all radio equipment, both department and individually owned, shall be narrowband capable and ANI radio Identification compliant by the Effective Date of this Agreement.
 - g. The Department and its individual members shall obey all laws of the State of Texas, specifically including but not limited to the Texas Transportation Code, and the Texas Health & Safety Code.
 - h. The Department Chief, or his/her designee, shall be responsible for the enforcement of these provisions. The said Chief shall be responsible for the compliance of each individual member.
 - i. The Department shall report electronically through the Texas A&M Forest Service Fire Department Reporting System.
 - j. The Department shall recognize and adopt the principles and policies set forth by the Navarro County Resolution on the National Incident Management System or NIMS. All Departments shall meet and comply with all current State and Federal guidelines relating to training, response and recovery, including NIMS by the Effective Date of this Agreement. Departments which

are not deemed NIMS compliant by the Texas Governor's Division of Emergency Management shall not be funded by the County.

- k. The Department shall provide the most recent annual financial statements to the Navarro County Auditor's Office on or before the Effective Date of this Agreement. These statements shall consist of a basic income/expense statement and either a balance sheet or apparatus list.
- l. An individual responding in his/her personal vehicle should have adequate insurance coverage on the vehicle as required by law. The County will not be responsible for damage to, *or caused by*, an individual's personal vehicle.
- m. The Department shall have a minimum of two (2) active members per apparatus for which the Department is receiving funds from the County. If the Department falls below this requirement, then the procedure outlined in paragraph 3(o) shall apply.
- n. The Department shall update its current rosters annually and submit a current roster to the Navarro County Auditor's office at the time of the execution of this Agreement.
- o. If the number of active members falls below two per apparatus after execution of this Agreement, the Department shall notify the Navarro County Volunteer Firefighters Association and the Navarro County Auditor as soon as practicable, but no later than 30 days after the change is made. If the Department fails to meet this requirement, it will have 90 days to remedy the roster requirement deficiency before funding is reduced. The reduction in funding shall remain in effect until the roster requirement deficiency is met. Once the active member requirement deficiency is remedied, the Department may notify the Navarro County Commissioners' Court to request resumption of the Department's funding. This provision is not intended to specify the number of Department members who will actually man the truck, but to insure adequate operation of vehicles for which the County is funding.
- p. The Navarro County Volunteer Firefighters Association shall be responsible for all communication to the Navarro County Commissioners' Court regarding requests that would pertain to or affect ALL the Volunteer Fire Department's in Navarro County.
- q. The Department may still make requests directly to the Navarro County Commissioner's Court regarding matters that solely affect the Department.
- r. The Department should provide its own workman's compensation insurance to each of its individual members and proof of such coverage should be provided to the Navarro County Auditor by January 31, 2013. Navarro County will provide funding for the first year's premiums. Departments should apply for HB3667 grants, or other sources of funding, to pay future years' premiums. If the Department is unable to obtain Workmen's Compensation insurance the parties agree to negotiate in good faith to resolve the matter.

4. Remedies.

- a. Failure of the Department to comply with any of the conditions listed in paragraph 3 may result in suspension of funding or cancellation of this Agreement by the Navarro County Commissioners' Court and the Department's loss of response area.
- b. The Department must meet all conditions in paragraph 3 which are required to be performed at the time of the execution of this Agreement before any funding shall commence from the County.
- c. The Department shall be given 90 days from the notice of said deficiency of a condition listed in paragraph 3 to remedy and correct said deficiency. The County may terminate this Agreement if the Department fails to cure any deficiency within the 90 day period.
- d. The Navarro County Commissioners' Court shall determine if and when the Department's funding is suspended.
- e. The Navarro County Commissioners' Court may determine within their sole discretion to continue to partially fund the Department.
- f. If partial funding is deemed appropriate within the discretion of the Navarro County Commissioners' Court, the Court will communicate with the Navarro County Auditor, the particular department affected, and the Navarro County Volunteer Firefighters Association regarding the level of funding.
- g. If the Navarro County Commissioners' Court determines within their discretion that a deliberate violation has occurred regarding any condition listed in paragraph 3 above, this Agreement may be terminated at a duly called meeting of the Commissioners Court.

5. Miscellaneous.

- a. This Agreement will expire one (1) year from the Effective Date. The Parties may renew this Agreement, but only in writing, signed by all Parties.
- b. The Department shall indemnify, hold harmless, and defend the County at all times after the Effective Date of this Agreement against any liability, loss, damage (including punitive damages), claim, settlement payment, cost or expense, interest, award, judgment, fine, fee, penalty, or other matter arising in any way out of the operation of the Department or anything set forth in this Agreement, it being the intent that the County have no liability whatsoever for the acts or omissions of Department or its employees and agents.
- c. This Agreement supersedes any and all other agreements, either oral or written, between the Parties. This Agreement may be amended by the mutual consent of the Parties. Any changes or amendments must be in writing, signed by all the Parties.
- d. This Agreement shall be construed under the laws of the State of Texas.
- e. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

- f. This Agreement may be executed in multiple counterparts each of which constitutes an original.
- g. The Navarro County Commissioners' Court authorizes the County Judge of Navarro County to execute this Agreement with this Department.
- h. The Departments are not agents of the County for any purpose and individuals who are members or volunteer members of the Departments shall not be deemed County employees for any purpose at any time.
- i. Nothing set forth herein shall be deemed to constitute a waiver of any immunity the County may have.

AGREED this _____ day of _____, 2012.

Navarro County, Texas

By: _____
H.M. Davenport, Jr.
Navarro County Judge

_____ **Volunteer Fire Department**

By: _____
Chief