

**AGREEMENT BETWEEN WILLIAMSON COUNTY EMERGENCY
SERVICES DISTRICT #4**

AND

LIBERTY HILL VOLUNTEER FIRE DEPARTMENT

CONTRACT FOR PROTECTION

This agreement is made and entered into by and between the WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #4 (hereinafter referred to as the District), acting through the Board of Commissioners thereof (hereinafter referred to as the Board, and the LIBERTY HILL VOLUNTEER FIRE DEPARTMENT (hereinafter referred to as the Department).

WHEREAS, the District was formed for the purpose of providing fire protection and emergency medical first responder services within the boundaries of the District;

WHEREAS, the District desires to enter into an agreement with the Department for the provision of such services within the District or within areas specifically designated by the District:

WHEREAS, the Department is established to provide such services and has been the single entity available to provide such services to areas within the current boundaries of the District from a time that pre dates the formation of the District: and

WHEREAS, the Department desires to provide fire protection and emergency medical first responder service to the District on a cost-for-operating basis:

NOW, THEREFORE, in consideration of their mutual covenants herein, the District and the Department agree and contract as follows:

I. TERM

The term of this contract shall be for five (5) years, commencing on October 1, 2007. The parties, upon agreement, have the option to renew this Agreement for an additional five (5) year term upon its expiration.

II. GENERAL PROVISIONS

The District will make available for use by the Department all real and personal property necessary to provide fire protection service within the District. The term "fire protection service" used herein includes fire fighting practices to protect people and property, fire prevention education, fire investigations to determine origin and cause of fire, enforce fire codes and fire inspections to identify and correct unsafe practices, recognition of hazardous materials and intervention to protect people, and the rescue of people at risk. It also includes emergency medical first responder service, i.e., the provision of basic life support and emergency medical treatment on scene and includes the use of certain approved advanced techniques such as

automatic external defibrillators. The Department will provide a sufficient number of trained, qualified volunteer or paid personnel to furnish fire protection service within the District. The Department will provide full time operational management, personnel supervision and administration of all aspects of its fire protection service function, as deemed necessary. Subject to availability, the District will provide funds to the Department for training, operations, logistics and, as otherwise required, to comply with the provisions of this contract. These general provisions are amplified in the succeeding paragraphs.

III. FACILITIES, VEHICLES, AND EQUIPMENT

A. The District will:

1. Maintain the current fire station, quarters and facilities at 301 Loop 332, Liberty Hill, Texas 78642 at the District's discretion, and/or such other locations as the District may deem necessary;
2. Provide and maintain suitable firefighting and related apparatus and vehicles necessary to conduct fire protection operations as recommended by the Department and approved by the District;
3. Provide equipment and supplies necessary to conduct, support, and administer fire protection operations as determined by the Department and approved by the District;
4. Retain ownership and title to all real and personal property furnished by the District to the Department under the terms of this contract.

B. The Department will:

1. Provide user level routine minor maintenance of facilities, buildings, and grounds within their capabilities and keep buildings and grounds clean and neat at all times;
2. Provide operator level routine inspection, servicing, and minor maintenance of vehicles and equipment to insure that all systems are able to safely fulfill their fire protection service mission;
3. Plan for acquisition of District apparatus and vehicles and arrange for regular or emergency maintenance of District apparatus and vehicles providing the cost does not exceed \$1000. However, if the anticipated cost exceeds the amount, the District will be required to approve such expenditures; in a regular scheduled monthly meeting;
4. Provide operator level inspection, servicing, and maintenance of equipment unique to the fire service such as self contained breathing apparatus, special tools, fire ladders, and ventilation appliances;
5. Establish written training standards and procedures for Department personnel operating District vehicles or equipment that are intended to insure operator proficiency.
6. Establish written procedures concerning the operation of District vehicles and

equipment that are intended to reduce the probability of a collision, accident or injury;

7. Insure that individuals with poor or dangerous motor vehicle driving records within the past three years are not designated as authorized drivers of District vehicles; and
8. Establish management procedures or policies concerning the use of District vehicles or equipment to preclude the commitment of more resources than would normally be required to fulfill the needs of a particular fire protection mission.

IV. FISCAL MATTERS

A. The District will:

1. Provide fiscal support for the operation of the Department by approving an annual Department budget;
2. Provide operating funds in advance to the Department on a quarterly basis consisting of one quarter of the approved annual budget amount. The Department operating funds will be disbursed to the Department on or before October 1, January 1, April 1 and July 1 of each year. Title to funds so disbursed shall remain in the District;
3. Allow latitude and adjustment of Department budget line item expenditures in one or more quarters;
4. Consider, on an individual basis, requests for expenditures or purchases of an emergency or unusual nature or that were not anticipated by the Department in their annual proposed budget;

B. The Department will:

1. Submit a proposed annual budget for operating costs for the following calendar year to the District by July 10th of each year. The total budget submitted to the District shall be offset against any funds anticipated to be received by the Department from contract with other entities, county funds and/or grants;
2. a. Pay all Department operating expenses from a single dedicated checking account using a system requiring the signatures of the Administrative Assistant on checks;

b. Pay all Department payroll expenses from a single dedicated checking account using a system requiring the signature of the Administrative Assistant on all checks;
3. Separate all Department funds from funds provided by or owned by the District; which may include third party billing and/or permitting fees. The Department will also provide a monthly account of the third party billing and permitting accounts.
4. Keep accurate bookkeeping records of all expenditures and make these records available

to the District on a monthly basis;

5. Provide monthly account statement and budget status to the District;
6. Not seek separate payment from the District for services rendered in compliance with this agreement;
7. Not seek separate payment from the residents or transients of the District for services rendered, except for the following emergency calls and circumstances where costs may be recovered and reasonable fees charged:
 - A. hazardous materials incidents,
 - B. arson,
 - C. driving while intoxicated (or under the influence of drugs),
 - D. the person responsible did not follow specific written fire safety related instructions or rules,
 - E. the person responsible violated a law that resulted in the emergency call,
 - F. conducting inspections required for a license or for acceptance of installation of fire protection systems and for plan or specification reviews prior to construction, or
 - G. fire code violations; and
 - H. multiple or repeat false alarms from the same location.

V. OPERATIONS AND MANAGEMENT

A. The District will:

1. Permit the Department to have complete operational command and control of the assets provided by the District for fire protection operations. Specifically, the District permits the use of District assets to include, but not limited to, facilities, vehicles, and equipment by the Department in support of mutual aid or other agreements with local area fire departments outside of the boundaries of the District. However, the use of the District assets outside of the District is permitted subject to one or more of the following conditions; a) the use is of short durations, b) It does not cause the District to suffer seriously depleted emergency coverage, or c) Mutual aid is secured from adjacent fire departments to protect the District;
2. Approve department mutual aid agreements.

B. The Department will:

1. Provide a sufficient number of volunteer and/or paid firefighters to adequately provided fire protection to the District. The firefighters shall be trained in accordance with the minimum standards of the State Fireman's and Fire Marshall's Association of Texas, or the Texas Commission on Fire Protection.

2. Provide a sufficient number of volunteer and/or paid firefighters to adequately provided emergency medical first responder service to the District, and insure that only firefighters certified by the Texas Department of State Health Services attend to patients.
3. Establish criteria to preclude persons membership in the Department who have criminal histories that may be detrimental to the mission of the Department;
4. Maintain comprehensive written standard operating procedures for the operation of the Department;
5. Maintain job descriptions outlining responsibilities of members and employees;
6. Establish procedures for the periodic review of the performance of members and employees;
7. Comply with the National Fire Protection Association Standards, insofar as possible, and applicable state and federal statutes and rules;
8. Insure that mutual aid agreements are in effect between the Department and other local area fire departments to provide additional fire protection coverage in the District;
9. Insure that firefighters operating at hazardous materials incidents are qualified in accordance with the Occupational Safety and Health Administration (OSHA) 1910.120;
10. Insure compliance with applicable provisions of the Fair Labor Standards Act;
11. Remit all employer taxes or unemployment payments and submit statements and reports as required;
12. Keep records and reports of all emergency calls and provide a summary to the District; and
13. Provided a department chief and administrator to direct the operational and day-to-day business aspects of the Department.

VI. LIABILITY

- A. The District will provide or pay for liability insurance covering the use or operation of District property and for general liability, including errors and omissions, covering the officers, members, employees, or agents of both the Department and the District. The District will provide or pay for workers' compensation insurance for volunteers and employees of the Department. The Department and the District acknowledge that certain state and federal death benefits are available for paid and volunteer firefighters

killed in the line of duty. The Department agrees that it will not hold the District responsible to provide any death or disability benefits to volunteer or paid fire fighters, or their families, if such firefighters are killed or disabled in the line of duty. The District may, however, elect to provide additional insurance.

- B. Each party to this contract agrees to indemnify and hold harmless the other party, its officers, employees, members and agents against any claims, liabilities, losses, or damages arising from operations or actions performed pursuant to this contract.
- C. The Department shall provide the District with \$25,000 insurance bond coverage for the Board. The Department shall provide proof of insurance to the Board and subsequent renewal of insurance coverage. Insurance coverage shall include but not be limited to bonding of the Board, liability, personal injury, damages, and loss of life.

VII. CONTRACT AMENDMENTS

Each party may request that this contract or any of its terms and provisions herein be amended. The party desiring such amendment shall give written notice of the requested amendment to the other party. Amendments become effective immediately when signed by authorized officials representing both parties. The right to amend this contract is cumulative of the other rights granted herein and does not operate to the exclusion of such rights.

VIII. BREACH OF AGREEMENT

If either party breaches the terms or provisions set forth in this agreement, the other party shall provide written notice to the breaching party of such conduct and demand correction of the breach. Upon receipt of written notice, the breaching party shall have thirty (30) days to correct the breach. Failure to correct the breach shall result in the automatic termination of this agreement at the end of the thirty (30) day period. If either party breaches the terms or provisions set forth in this agreement in such a manner that the non-breaching party believes, in good faith, puts the District at increased risk of loss of life or property, the non-breaching party may terminate this agreement with written notice to the breaching party.

IX. SEVERABILITY

If for any reason, any one or more paragraphs of this agreement are held invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remaining paragraphs of this agreement, but shall be confined to the specific section, sentences, clauses or parts of this agreement in one or more instances and shall not affect or prejudice in any way the validity of this agreement in any other instance.

X. PROPERTY DISPOSAL

If the Department ceases to exist, all unencumbered equipment, and any unencumbered rights thereto, shall revert to the District. The District does not assume any debts or responsibilities

incurred by the Department not approved by the District.

XI. NOTICE

All written notices and/or payments required to be submitted to either party shall be sent to the addresses set forth below:

Williamson County Emergency Services District No. 4
P. O. Box 1256
Liberty Hill, Texas 78642

Liberty Hill Volunteer Fire Department
P. O. Box 443
Liberty Hill, Texas 78642

AGREEMENT BETWEEN

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #4

AND

LIBERTY HILL VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this
__1st__ day of _____October_____2007.

Williamson County Emergency Services District #4
P. O. Box 1256
Liberty Hill, Texas 78642

By _____
Brent Davis-President

By _____
Gene Gatlin-Secretary

Liberty Hill Volunteer Fire Department

By _____
James Pogue-Fire Chief