

State of Texas

City Of Tom Bean

Fiscal Year 2021-2022

**AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN CITY OF TOM BEAN, TEXAS
AND THE TOM BEAN VOLUNTEER FIRE DEPARTMENT**

Whereas, this Agreement is made between the City of Tom Bean, Texas and the Tom Bean Volunteer Fire Department a corporation, under and pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code and under Section 352 of the Texas Local Government Code;

Whereas, the City of Tom Bean and Tom Bean VFD represent that each is independently authorized to perform the functions contemplated by this agreement; and

Whereas, the City currently has a need for fire protection for the residents who live in the City's municipalities.

Whereas, each party has sufficient funds available from current revenues to perform the functions contemplated by this agreement and this agreement is conditioned upon appropriation of sufficient revenue by the City of Tom Bean for payment of the consideration named herein for the City fiscal year named; and

Now, therefore, in consideration of the recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection services within the City of Tom Bean, Texas.

Tom Bean VFD Obligations

The TOM BEAN VFD, as part of this agreement, and condition of the payment by the City of Tom Bean any and all sums called for under this agreement, agree that:

- (A) The TOM BEAN VFD will provide Fire Protection Services for all persons and property within the City Limits of Tom Bean, Texas.
- (B) The TOM BEAN VFD shall use reasonable diligence and effort to provide the fire protection services it has contracted to provide by this contract and to provide immediate and direct supervision of the TOM BEAN VFD's members, volunteers, employees, agents, contractors, sub contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this agreement.
- (C) The TOM BEAN VFD agrees to cause its members and personnel providing fire protection services in performance of this agreement, when performing said services, to conduct

themselves in a professional manner and to comply by all applicable laws, regulations and standards. The TOM BEAN VFD agrees to maintain all equipment necessary for the performance of this agreement in good repair. Radio communications will be conducted in accordance with any rules, procedures or directives of the Grayson County Sheriff and/or Grayson County Fire Marshal and/or the Grayson County Emergency Management Coordinator.

- (D) The TOM BEAN VFD shall cooperate and coordinate with the Grayson County Fire Marshal pursuant to the provisions of the Local Government Code, Chapter 352.
- (E) Upon request from the City of Tom Bean, the Tom Bean VFD shall:
 - a. Help coordinate response, or prioritization of assets, during a locally declared disaster;
 - b. Respond to reasonable data requests relevant to services provided under this agreement;
 - c. Upon notice, participate in the After Action Reviews of emergency incidents involving a response of the Tom Bean VFD.
 - d. Provide current contact information for the Chief and Assistant Chief of the Tom Bean VFD, to include active email addresses and telephone contact information, for use by the City.
- (F) The Tom Bean VFD warrants that in carrying out the terms of this agreement, no person under the age of eighteen will be utilized in the performance of the services to be provided under this agreement.
- (G) The Tom Bean VFD will provide the City of Tom Bean with a report of calls, service and amount of water used monthly for informational purpose only.
- (H) The Tom Bean VFD shall cooperate with the City in maintaining the lowest possible fire insurance classification for the property within the city limits.
- (I) Tom Bean VFD agrees to save, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the services provided under this agreement.
- (J) City agrees to save, indemnify and hold harmless the Tom Bean VFD and its individual members from and against any and all claims, losses, damages, causes of action, suits and liabilities of every level, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any person, or for damages to any property, arising out of or in connection with the volunteer services provided under this agreement based on the decisions of or actions taken by properly authorized representatives of the City of Tom Bean while those representatives were acting in their designated official capacity for the City of Tom Bean, a Texas Municipality.
- (K) At least 30 days before the end of the City's fiscal year, the Tom Bean VFD shall submit an annual proposed budget to the City which includes, estimated revenues, and proposed expenditures for the ensuing year

CONSIDERATION

For the services provided above, the City of Tom Bean shall provide to the TOM BEAN VFD:

- (1) The sum of \$2,625.00 to be paid out quarterly by the city to the TOM BEAN VFD for a total of \$10,500.00. All sums to be paid under this agreement by the City shall be made from current revenues available to the City of Tom Bean.
- (2) Pay the worker comp premium each year.
- (3) City agrees to furnish fire and casualty insurance on the Volunteer Fire Department Building situated on City property through the City's insurer.
- (4) Pay the monthly electrical, water/sewer and gas bill for the VFD Building.
- (5) A place to store all firefighting equipment. (VFD Building)

EFFECTIVE DATE, TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2021, or the date both parties have signed the Agreement within the 2021-2022 fiscal year, whichever is the later, and this agreement shall expire at midnight on September 30, 2022.

Accordingly, this Agreement contains no automatic renewal provisions. It is agreed that continuation of fire protection services between the City of Tom Bean and Tom Bean VFD must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

AUTHORITY TO CONTRACT

Each party has the full power and authority to enter into and perform this agreement and the person signing this agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

GOVERNING LAW/VENUE

This agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the venue for any action regarding this agreement.

ENTIRE AGREEMENT

This agreement represents the entire agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

Tom Bean Volunteer Fire Department
101 W. Garner
Whitewright, TX 75491


Executed this _____ day of _____, 2021

X _____

Mayor of Tom Bean, TX

Printed Name:

Executed this 9 day of Aug, 2021

X 

Chief, Tom Bean VFD

Printed Name: Jason Hankford