

FIRE PROTECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HENDERSON

This agreement is made and entered into by and between the City of Seven Points (hereinafter "City"), Texas a municipal corporation situated in Henderson and Kaufman Counties, Texas, and the Seven Points Volunteer Fire Department (hereinafter "SPVFD"), an association of volunteers organized to provide fire protection services within the corporate limits of the City of Seven Points.

For and in consideration of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

1. The SPVFD shall provide fire prevention, fire protection, and emergency rescue services within the corporate limits of the City of Seven Points, Texas.

2. The City shall pay to the SPVFD the sum of \$ _____, such sum representing the various balances, as of April 11, 1995, of the accounts of the City dedicated for the benefit of the fire department requirements. This is a one time payment only, and this paragraph does not in any way obligate the City to make any annual or additional payments to the SPVFD in any amount, unless otherwise agreed to by the City herein or in another written agreement.

3. During the term of this agreement, the City shall allow the SPVFD to use certain fire fighting equipment owned by the City, with the City retaining ownership of the equipment. The SPVFD may use the City's firefighting equipment in any of the SPVFD's operations. The City-owned equipment may be used by the department when necessary in the operations of the department outside the corporate limits of the City. Except in extreme emergency situations, however, the SPVFD shall always have sufficient equipment available to protect lives and property within the corporate limits of the City. The SPVFD shall maintain the City-owned equipment in good repair, and the City shall bear the cost of insuring the equipment, either directly or by reimbursement to the SPVFD, at the option of the City. The SPVFD shall at all times keep the City informed as to the identity of all persons who may operate City-owned vehicles, and the SPVFD shall provide the City with information necessary to satisfy inquiries and applications with insurers of the City, specifically driver's license information. The City also agrees to reimburse the SPVFD, or purchase the costs of insurance connected with the operation of the SPVFD as to personal injury or property damage to any persons or property. The SPVFD shall defend, save, and hold harmless from any liability in connection with injury to any person or damage to any property

arising out of the acts, omissions, negligence, or other conduct of the operations of the SPVFD.

4. The SPVFD shall cooperate with the City in a concerted effort to maintain the lowest possible fire insurance classification of the property within the corporate limits of the City.

5. The SPVFD shall not charge any resident or property owner for the provision of any service within the corporate limits of the City.

6. The Fire Chief of the SPVFD shall be appointed by the membership of the SPVFD, subject to the approval of the City Council of the City of Seven Points, Texas. The Fire Chief may be removed by the membership of the SPVFD, subject to the approval of such action by the City Council of the City of Seven Points, Texas. All other officers of the SPVFD shall be appointed by the SPVFD Fire Chief, subject to the approval of the City Council of the City of Seven Points, Texas.

7. The SPVFD agrees to provide personnel, at no cost to the City, to serve in the position of Fire Marshal, should the City choose to appoint a member of the SPVFD to the position of City Fire Marshal. This paragraph is not intended to require the City to appoint the City Fire Marshal from the membership of the SPVFD. The City may appoint anyone who is otherwise qualified to serve in that position.

8. The SPVFD Fire Chief shall:

a. Attend meetings of the Seven Points City Council as required by the City Council.

b. Aid in the enforcement of all city ordinances relating to the prevention and control of fire and to the protection of life and property within the City.

c. Execute all documents relating to fire prevention, fire protection, and emergency rescue services.

d. Assure that the operation of the SPVFD personnel and equipment meets all applicable federal, state, and local standards related to fire protection, fire prevention, and emergency rescue services.

e. Report to the City Council at the regular City Council meeting of each calendar month on the SPVFD's fire fighting activities, training activities, emergency rescue activities, and any other relevant activities.

9. This agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the ordinances of the City of Seven Points, Texas.

10. This Agreement shall extend to and be binding upon the parties and their respective successors and assignees; provided, however, that the Agreement may not be assigned without the written consent of both parties.

11. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Henderson County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.

12. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the SPVFD as those terms are understood herein.

13. Except as otherwise provided herein, this Agreement may be terminated by either party upon written notice to the other party, served upon the either party at least ninety (90) days prior to termination date. If either party commits a breach of any provision of this Agreement, this Agreement may be terminated by the non-breaching party upon providing ten (10) days written notice to the breaching party, except that if the breaching party cures the breach within the ten (10) day period, the right of the non-breaching party to terminate this Agreement does not accrue.

14. SPVFD agrees that the City shall have the right inspect all records and documents of the SPVFD at any reasonable time. Such right of inspection shall not be unreasonably withheld by the SPVFD.

15. At least 30 days before it fiscal year, the SPVFD shall submit an annual proposed budget to the City which includes, at a minimum, the SPVFD's current account balances, estimated revenues, and proposed expenditures for the ensuing year. The SPVFD shall, along with its proposed budget, submit a listing of all assets owned by the SPVFD including all fire equipment, apparatus or any other equipment and buildings, and a listing of all City-owned property in the possession of the SPVFD.

16. SPVFD 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 of every kind, 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.

17. Nothing in this Agreement is intended to expand any liability that the SPVFD may have to any third party.

18. This Agreement shall be a one (1) year Agreement starting _____, 19____, and continuing to _____, 19____.

19. If any of the provisions of this Agreement are declared invalid for any reason, the invalidation shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions. The provisions of this Agreement are severable.

In witness whereof, the parties have signed and executed this Agreement this _____ day of _____, 19____.

THE CITY OF SEVEN POINTS, TEXAS:

HON. MARIAN HILL, MAYOR

ATTEST:

TERRY ABBOTT, CITY SECRETARY

SEVEN POINTS VOLUNTEER FIRE DEPARTMENT:

PRINTED NAME:
FIRE CHIEF

ATTEST:

PRINTED NAME:
SECRETARY OF SEVEN POINTS VOLUNTEER FIRE DEPARTMENT