

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, Texas, acting by and through its Commissioners' Court hereinafter called "County" and the City of Galveston, Texas, acting by and through its City Council, hereinafter called "City" or "recipient".

Whereas, Chapter 352 of the Texas Local Government Code, "County Fire Protection" and Chapter 791 of the Government Code, "Interlocal Cooperation Act," provides authority that the Commissioners' Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

Whereas, citizens residing within unincorporated areas of the County surrounding the City's city limits are in need of obtaining the services of the City to assist them in time of need; and

Whereas, the City is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.
2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.
3. City agrees to keep a record of any runs made in response to an area in the

unincorporated portions of the County, and to submit, not later than July 21, of each subsequent renewal year a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, of the prior year to July 14, of the subsequent renewal year. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out

of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.

9. During the term of this Contract, the City agrees to:
 - a) Maintain membership in the Galveston County Firefighters Association,
 - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.

10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

11. Drug-Free Workplace - the City shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

12. Americans With Disabilities Act - the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

13. Nondiscrimination-the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

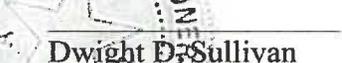
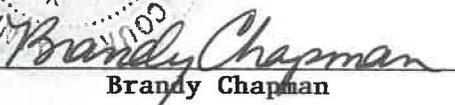
Title VI of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
The Rehabilitation Act of 1973, Section 503
The Rehabilitation Act of 1973, Section 504
The Age Discrimination Act of 1975
The Drug Abuse Office and Treatment Act of 1972
The Drug-Free Workplace Act of 1988

14. This Contract shall begin effective upon the execution of this document by both parties. The term of this contract expires on September 30, 2028, and provides for a term of one (1) year, with automatic renewal annually, for three (3) consecutive one (1) year terms, unless sooner terminated in accordance with terms herein.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.
20. This Agreement is being executed by both parties.

GALVESTON COUNTY, TEXAS

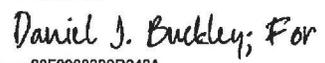
By: 
Mark Henry
County Judge

Date: March 3, 2025

Attest:
By: 
Dwight D. Sullivan
County Clerk
By:  Deputy
Brandy Chapman



CITY OF GALVESTON, TEXAS

Signed by:
By:  For
88F9068399D042A...
Brian Maxwell
City Manager

Date: 2/3/2025 | 9:55:13 AM CST

Attest:
By: 
BE021004F9B742E...
Janelle Williams
City Secretary



APPROVED AS TO FORM:

Signed by:

C6459E4C38E04D...
ROCHELL VANDIVER-GASKIN
CITY CLERK

RESOLUTION NO. 25 - 006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE COUNTY OF GALVESTON FOR THE PROVISION OF FIRE PROTECTION RUNS INTO UNINCORPORATED AREAS OF THE COUNTY, PROVIDING FOR THE PAYMENT OF FUNDS TO THE CITY BY THE COUNTY; PROVIDING FOR A TERM OF THREE YEARS; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called "the City") may jointly exercise with other local governments the power to provide governmental services for the public health and welfare; and,

WHEREAS, the County of Galveston has an interest in ensuring that adequate fire protection resources are available to respond to fire emergencies in unincorporated areas of the County; and,

WHEREAS, the City of Galveston Fire Department has the capability to respond to fire emergencies in unincorporated areas of the County; and,

WHEREAS, the County is willing to provide to the City compensation in the amount of \$22,500.00, annually, to defray the cost of the Galveston Fire Department's response to fire emergencies in unincorporated areas; and,

WHEREAS, the City Council recommends agreeing to enter into an Interlocal Agreement with the County of Galveston providing for a term of three (3) years; and,

WHEREAS, the City Council of the City of Galveston hereby finds it in the public interest to ensure that adequate fire protection resources are available to respond to fire emergencies in unincorporated areas of the County and to enter into the agreement as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the Interlocal Agreement between the City of Galveston and the County of Galveston, attached hereto as **Exhibit 1**, for the provision of fire response to unincorporated areas of the County is hereby approved and adopted.

SECTION 3. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of Twenty-Two Thousand Five Hundred and No/ 100 (\$22,500.00).

SECTION 4. The City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during each corresponding reporting period.

SECTION 5. The Interlocal Agreement expires September 30, 2028, unless sooner terminated in accordance with the terms of the Interlocal Agreement.

SECTION 6. The City Manager is hereby authorized to execute the contract between the City and County of Galveston in substantially the same form as attached hereto upon final approval by the City Attorney.

SECTION 7. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

Signed by:
Xochitl Vandiver-Gaskin for
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 28th day of January, 2025.



DocuSigned by:
Janelle Williams
BE021004F9B742E...
Secretary for the City Council
of the City of Galveston



Galveston Fire Department

STAFF REPORT

Date January 10, 2025
To: Brian Maxwell, City Manager Mayor and City Council Members
From: Mike Varela Jr., Fire Chief

Request:

Consider for Approval the acceptance of a grant from Galveston County for training expenses in the amount of \$22,500.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action

- On August 26, 2021, City Council approved the acceptance of a grant in the amount of \$22,500 from Galveston County to supplement the Galveston Fire Department training of personnel. The contract shall terminate September 30, 2023.
- On January 26, 2023, City Council approved the acceptance of a grant in the amount of \$22,500 from Galveston County to supplement the Galveston Fire Department training of personnel. The current contract shall terminate September 30, 2023.

Background

- A. The Galveston Fire Department is a member of the Galveston County Firefighters Association.
- B. As part of this membership, we are eligible for annual contract monies which come from the Galveston County Commissioner’s Court to be used for Fire Department projects and training.
- C. The Galveston Fire Department responds to citizens residing within unincorporated areas of Galveston County upon request from neighboring cities within the county.



COUNCIL APPROVED
DATE <u>01/23/2025</u>
SIG. <u>[Signature]</u>



Galveston Fire Department

STAFF REPORT

Fiscal Impact Report

- **Funding Source.** The grant for training expenses will go to the Galveston Fire Departments Special Revenue Account for Training purposes.
- **Total Cost.** N/A

Funding Source	Amount per year
1816-221441-564117-422000	\$ 22,500.00
Total	\$ 22,500.00

Alternatives

- Approve the acceptance of the grant from Galveston County to supplement the training of Galveston Fire Department personnel.
- Do not approve the acceptance of the grant from Galveston County and forfeit the money which would make training for personnel more stringent.

Staff Recommendation

- Approve the acceptance of the grant from Galveston County to supplement the training of Galveston Fire Department personnel.

Attachments

- Contract between County of Galveston and the City of Galveston



Certificate Of Completion

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Status: Completed

Subject: COG-RES-6

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Envelope Originator:

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Initials: 0

Janelle Williams

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823 Rosenberg

EnvelopeId Stamping: Enabled

Galveston, TX 77550

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CitySec@galvestontx.gov

Canada)

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Pool: City of Galveston

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Signer Events

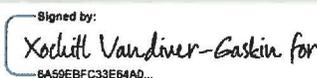
Xochitl Vandiver-Gaskin for

Legal@galvestontx.gov

City Attorney

Security Level: Email, Account Authentication
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Signature

Signed by:

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Signature Adoption: Pre-selected Style

Using IP Address: 50.205.209.26

Timestamp

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Signed: 01-28-2025 | 15:23

Freeform Signing

Electronic Record and Signature Disclosure:

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Xochitl Vandiver-Gaskin

Legal@galvestontx.gov

City Attorney

Security Level: Email, Account Authentication
(None)

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Freeform Signing

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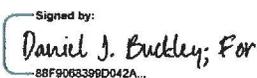
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Daniel J. Buckley; For

CityManager@galvestontx.gov

Deputy City Manager

Security Level: Email, Account Authentication
(None)

Signed by:

68F9083398D042A...

Signature Adoption: Pre-selected Style

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Viewed: 01-31-2025 | 16:54

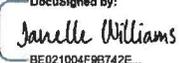
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Signature Adoption: Pre-selected Style
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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	01-29-2025 08:10
Certified Delivered	Security Checked	02-03-2025 09:54
Signing Complete	Security Checked	02-03-2025 09:55
Completed	Security Checked	02-03-2025 09:55

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Galveston - City Secretary Office (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Galveston - City Secretary Office:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CitySec@galvestontx.gov

To advise City of Galveston - City Secretary Office of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at citysec@galvestontx.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Galveston - City Secretary Office

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwilliams@galvestontx.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Galveston - City Secretary Office

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to CitySec@galvestontx.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Galveston - City Secretary Office as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Galveston - City Secretary Office during the course of your relationship with City of Galveston - City Secretary Office.