

STATE OF TEXAS

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COUNTY OF GALVESTON

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## CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and San Leon Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

**Whereas**, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

**Whereas**, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

**Whereas**, the County desires to provide fire protection services within unincorporated areas of the County; and

**Whereas**, the VFD 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 and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.
2. Galveston County shall mail a check in the agreed sum of \$22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.
3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

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 VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.
5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.
6. 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.
7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD 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 VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**
8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen  
Galveston County Fire Fighters Association  
2204 Pine Drive

Friendswood, TX 77546

9. Equal Employment Opportunity - The VFD 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.
10. Drug-Free Workplace – the VFD 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.
11. Americans With Disabilities Act – the VFD 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.
12. Nondiscrimination – the VFD 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
13. This Contract shall begin effective October 1, 2024 or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2025.
14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

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 VFD 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 and signed by both parties.

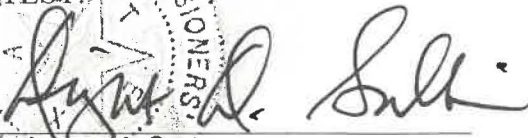
Galveston County, Texas

San Leon Volunteer Fire Department

By:   
Mark Henry, County Judge

Vicente Garcia  
Authorized Representative

Vicente Garcia Fire Chief  
Print Name and Title of Authorized  
Representative

 ATTEST:  
  
Dwight D. Sullivan, County Clerk

## EXHIBIT A

### FIVE POINT CONTRACT REQUIREMENTS

**(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE MAY MEETING OF THE GCFFA)**

#### **POINT 1: Active Internal Training Program**

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

#### **POINT 2: Liability Insurance**

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

#### **POINT 3: Annual Report**

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.

- Tax Exemption: Each department shall provide the **Association** with a certification of tax-exempt status.

**POINT 4: Active in the County Association**

- Attendance: All departments shall remain members in good standing in the Association. “Good Standing” is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

**POINT 5: Firefighter Safety**

- Incident Command: Each department shall implement and provide a current copy of the department’s SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department’s SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department’s SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department’s SOG for safety officers at emergency incidents.