

FIRE PROTECTION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is made and entered into by and between the City of Windcrest (hereinafter "City"), a Texas home rule city situated in Bexar County, Texas, and the Windcrest Volunteer Fire Department Bugle Crew (hereinafter "WVFD BC"), a non-profit corporation comprised of volunteers organized to provide fire protection services within the corporate limits of the City of Windcrest.

WHEREAS, the City desires to provide for fire fighting and associated services to the incorporated area of the City of Windcrest to preserve the property and to protect the health and safety of the citizens of the City of Windcrest; and

WHEREAS, the WVFD BC is a duly organized non-profit corporation under the laws of the State of Texas that exists to prepare for and prevent fires and other disasters and to provide rapid mobilization for the protection of life and property in the event of an emergency, fire or disaster and agrees to furnish these services to the City for the consideration hereafter provided.

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

1. The WVFD BC shall provide fire prevention, fire protection, and emergency rescue services within the corporate limits of the City of Windcrest, Texas. It is hereby agreed and understood that the fire protection and related emergency services to be furnished by the WVFD BC under this Agreement shall include, but not be limited to, the following: answering calls for help, assisting in extinguishing fires, furnishing fire fighting personnel and emergency assistance to protect persons and property. Except in extreme emergency situations, the WVFD BC shall always have sufficient equipment and personnel available to protect lives and property within the corporate limits of the City.
2. WVFD BC 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.
3. WVFD BC may charge any resident or property owner for the provision of any service within the corporate limits of the City. However, all rates and charge schedules must be approved in advance by the City.

- 4. Any firefighting equipment purchased by the WVFDBC shall be the property of the City.**
- 5. The City shall:**
 - a. Allow the WVFDBC to lease certain fire fighting equipment owned by the City, with the City retaining ownership of the equipment. WVFDBC may use the City's firefighting equipment in any of the WVFDBC's operations. The City-owned equipment may be used by the WVFDBC when necessary in the operations of the WVFDBC outside the corporate limits of the City.**
 - b. Purchase or reimburse the WVFDBC for the costs of insurance connected with the operation of the WVFDBC as to personal injury or property damage to any persons or property, at the option of the City.**
 - c. Purchase or reimburse the WVFDBC for the costs of insurance connected with the operation of the WVFDBC as to personal injury or property damage to any members of the WVFDBC, at the option of the City.**
 - d. Purchase or reimburse the WVFDBC for the costs of maintaining City-owned equipment, either directly or by reimbursement to the WVFDBC, at the option of the City.**
- 6. The Fire Chief of the City of Windcrest shall:**
 - a. Enforce all city ordinances relating to the prevention and control of fire and relating to the protection of life and property within the City.**
 - b. Control the expenditure of departmental appropriations.**
 - c. Attend meetings of the Windcrest City Council as required by the City Council.**
 - d. Execute documents relating to fire prevention, fire protection, and emergency rescue services.**
 - e. Prepare and submit monthly reports to the mayor and fire and police commission regarding the department's activities.**
 - f. Respond to alarms and direct activities at the scene of major emergencies, as necessary.**
- 7. The WVFDBC shall:**

- a. **Require the Chief of the City of Windcrest Fire Department to be the same as the Chief of the WVFDBC.**
- b. **Require the Chief of the City of Windcrest Fire Department to be responsible for conducting and/or supervising training and firefighting practices of the WVFDBC.**
- c. **Assure that the operation of the WVFDBC personnel and equipment meets all applicable federal, state, and local standards related to fire protection, fire prevention, and emergency rescue services.**
- d. **Observe and comply with all State, County, and City laws, rules, orders and regulations as applicable to the services herein provided for all obligations undertaken by this Agreement.**
- e. **Identify minimum staffing requirements to ensure that a sufficient number of members are available to operate safely and effectively.**
- f. **Provide sufficient staffing to ensure safe and effective operation and to respond to calls without the Fire Chief responding.**
- g. **Immediately notify the City of any WVFDBC personnel or equipment that is not eligible for duty or not fit for duty.**
- h. **At all times, keep the City informed as to the identity of all active member by providing their name, rank, contact information and hourly commitments.**
- i. **At all times, keep the City informed as to the identity of all persons who may operate City-owned vehicles and provide the City with information necessary to satisfy inquiries and applications with insurers of the City, specifically driver's license information.**
- j. **Maintain the City-owned equipment in good repair.**
- k. **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.**
- l. **Execute all documents relating to fire prevention, fire protection, and emergency rescue services, as required by the City.**
- m. **At least 120 days before the beginning of the City's fiscal year, submit the following financial information to the City:**
 - i. **An annual proposed budget to the City which includes, at a minimum, the WVFDBC's current account balances, itemized**

estimated revenues, and itemized proposed expenditures for the ensuing year.

- ii. A listing of all assets owned by the WVFDBC including all fire equipment, apparatus or any other equipment and buildings.
 - iii. A listing of all City-owned property in the possession of the WVFDBC.
 - n. At the City's request, submit to the City a financial audit of the WVFDBC performed by an independent third-party accounting firm. The cost of the financial audit shall be reimbursed to the WVFDBC by the City.
 - o. Within 10 days from the date of filing, the WVFDBC shall submit to the City a copy of any federal, state, local, or governmental filings.
 - p. Upon reasonable request, make available for inspection all books and records, subject to redaction of private information of donors. Such right of inspection shall not be unreasonably withheld by the WVFDBC.
 - q. Attend meetings of the Windcrest City Council as required by the City Council.
8. The City agrees that the Windcrest Volunteer Fire Association shall not be permitted to fundraise on behalf of the City, the Windcrest Fire Department or the Windcrest Volunteer Fire Department, to the extent permitted by law.
9. The City agrees that Windcrest Volunteer Fire Association shall not be permitted to use any branding, facilities, property or personnel that is owned by or subject to the control of the City, the Windcrest Fire Department or the Windcrest Volunteer Fire Department for any business or fundraising purposes, save and except any rights or activities protected by law.
10. The City hereby terminates any and all fundraising rights and relationships with the Windcrest Volunteer Fire Association.
11. The City may appoint a qualified person to serve in the position of Fire Marshall.
12. Nothing in this Agreement is intended to expand any liability that the City may have to any third party.
13. Nothing in this Agreement is intended to expand any liability that the WVFDBC may have to any third party.

14. 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 WFDDB as those terms are understood herein.
15. WFDDB AGREES TO DEFEND, 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 1) THE SERVICES PROVIDED UNDER THIS AGREEMENT, 2) THE ACTS, OMISSIONS, NEGLIGENCE, OR OTHER CONDUCT OF THE OPERATIONS OF THE WFDDB, 3) THE ACTS, OMISSIONS, NEGLIGENCE, OR OTHER CONDUCT OF THE OPERATIONS OF THE CITY, OR 4) THE ACTIVITIES OF THE FIRE DEPARTMENT.
16. THE CITY SHALL NOT BE LIABLE TO THE WFDDB OR ANY OTHER PERSON FOR ITS DECISIONS IN THE MANNER OR METHOD OF PROVIDING FIRE PROTECTION SERVICES UNDER THIS AGREEMENT. THIS AGREEMENT IS NOT INTENDED TO WAIVE OR ALTER ANY DEFENSE OR IMMUNITY THE CITY HAS UNDER STATE LAW FOR CLAIMS ARISING FROM PERFORMANCE OF THIS AGREEMENT, INCLUDING FAILURE TO PROVIDE OR THE METHOD OF PROVIDING FIRE PROTECTION SERVICES UNDER THIS AGREEMENT.
17. The initial term of this agreement shall be seven (7) years. In the event that the seven (7) year initial term exceeds the maximum term permitted by law, then the initial term shall be the maximum term permitted by law. This agreement shall automatically renew for the same number of years as the initial term unless written notice of termination is provided at least six (6) months prior to the expiration of the term.
18. No amendment, modification or alteration shall be binding unless the same is approved in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
19. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written or oral agreements

between the parties respecting the subject matter. This Agreement shall also supersede any existing agreement, which is hereby terminated.

20. 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.
21. 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.
22. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Bexar County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.
23. This agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the ordinances of the Windcrest, Texas.

In witness whereof, the parties have signed and executed this Agreement this 3rd day of NOVEMBER, 2017.

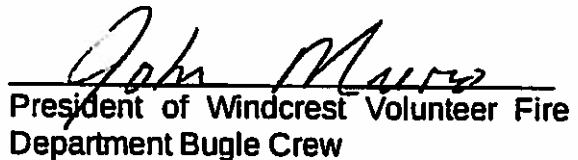
CITY OF WINDCREST, TEXAS:


Rafael Castro, City Manager

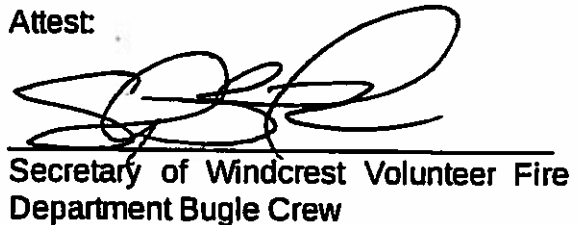
Attest:


City Secretary

WINDCREST VOLUNTEER FIRE
DEPARTMENT BUGLE CREW:


John Morris
President of Windcrest Volunteer Fire
Department Bugle Crew

Attest:


Secretary of Windcrest Volunteer Fire
Department Bugle Crew