

RANDALL COUNTY VOLUNTEER FIRE DEPARTMENT  
FIRE PROTECTION CONTRACT

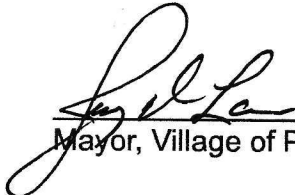
IT IS HEREBY AGREED by and between Randall County, Texas, (hereafter, Randall County) and Village of Palisades, Department of Public Safety, Volunteer Fire Department (hereafter, the Fire Department) through the parties' duly authorized officers and pursuant to Texas Local Government Code section 352.001 that:

1. The Fire Department shall provide the residents of Randall County with fire-fighting equipment, vehicles and volunteer personnel sufficient to fight fires that occur within its type and sphere of fire protection operation and will comply with policy considerations defined and adopted by Randall County's governing authority.
2. All fire calls received by the Fire Department from Randall County shall be promptly answered, attended and fought with the expected skills of a trained volunteer fire-fighting unit.
3. For any 911 call for fire or Emergency Medical Services (EMS) in the Village of Palisades, the Randall County Sheriff's Office dispatch will page the Fire Department to respond. Immediately afterward, Randall County Fire will be paged to respond. If the Village of Palisades Fire Department is available and able to handle the request for service, they will notify Randall County Fire to disregard using the common response channel (RCFD 1). If the Fire Department is unavailable or needs assistance with the incident, Randall County Fire will respond.
4. The Fire Department agrees that each of its volunteer or full-time firefighters shall have a minimum of twenty hours of firefighter training per year. Training may be either in-house or formalized training at fire schools and shall meet the requirements set forth by the National Fire Protection Agency (NFPA 1001). Firefighters responding to Randall County will hold as a minimum an intro level firefighter certification from the Texas State Firemen's and Fire Marshal's Association or a basic structure certification from the Texas Commission on Fire Protection and, in addition, shall have completed the National Wildland Coordinating Group S130 and S190 courses. Furthermore, the Fire Department agrees that each of its firefighters responding to EMS (Emergency Medical Services) incidents will hold a current license with the Texas Department of State Health Services at a minimum of the Emergency Care Attendant level and will operate under the current medical protocols approved by the medical director. These training requirements shall be documented for each individual on the State Firemen's and Fire Marshal's website and an annual progress report shall be printed and submitted to the Randall County Auditor before the end of January each year. Failure to confirm each member's training may result in termination of this contract.
5. The Fire Department shall be in compliance with the National Incident Management System (NIMS). All firefighters must complete the following classes: IS 100, 200, 700 and 800. All supervisors must complete the above-mentioned classes as well as IS 300. In addition, Chief Officers must complete IS 400.
6. In consideration of fire protection services, Randall County agrees to pay the Fire Department the sum of \$5,000 annually, to be paid in equal quarterly installments.

In addition, an allotment of 170% of this sum may be paid to the Fire Department by the Randall County Assistance District No. 1 if, in the sole discretion of the Randall County Commissioners Court, sufficient funds are collected by the Assistance District to pay this allotment along with all other obligations of the Assistance District. All monies received by the Fire Department shall be used for fire equipment and services. Payment may be withheld if any reports required by this agreement are delinquent. Randall County shall release withheld funds upon receipt of all currently due reports.

7. At the end of each month, the Fire Department shall furnish to Randall County two copies of a complete written report of every call or run made by any of its fire engines and crews to every fire, or notice that no fire runs were made during the month. One copy of such report shall be mailed or emailed to the Randall County Judge and the other to the Randall County Auditor. Every report shall include: the nature of the fire; victim's name(s); the location thereof; the type of property involved; the cause, if known, of the fire; and the results of the efforts of the unit fighting said fire. Payment of any sums due shall be withheld until such call or run documentation has been properly reported.
8. Randall County shall provide workers compensation insurance for volunteer firefighters who are in good standing with the Fire Department. Said insurance shall cover each volunteer firefighter while in "on duty" status with his respective unit while responding to incidents occurring in the unincorporated areas of Randall County. The Fire Department shall provide a list of its volunteers to the Randall County Auditor's Office.
9. The Fire Department agrees to be an equal opportunity employer and shall not discriminate on the basis of race, color, national origin, sex, religion, age or handicap.
10. Randall County reserves the right to revoke this contract at any time due to lack of funding or for non-compliance with the terms outlined in this contract.
11. Randall County reserves the right to conduct a complete audit of the Fire Department.
12. This agreement is made in compliance with the current statutes granting Randall County authority to provide fire protection to its rural residents.
13. This Agreement shall become effective on October 1, 2022 and shall expire on September 30, 2023. This agreement may be terminated upon sixty (60) days written notice and the consent of both parties.

Signed on the 9 day of August, 2022.

  
Mayor, Village of Palisades

  
Secretary, Village of Palisades

Signed on the 9 day of August, 2022.

Christy Dyer, Randall County Judge

Attest:

Susan B. Allen, Randall County Clerk