

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Bellevue Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Bellevue VFD to provide a public service because the Bellevue VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
Sasha Kelton, County Clerk



\_\_\_\_\_ **VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Vashti Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Vashti VFD to provide a public service because the Vashti VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
Sasha Kelton, County Clerk



\_\_\_\_\_ **VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to contract with Petrolia Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is contracting with Petrolia VFD to provide a public service because the Petrolia VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

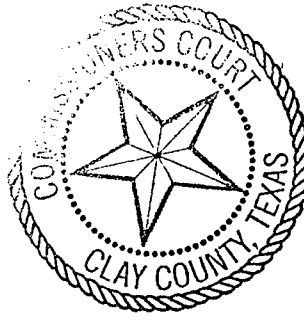
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
 Sasha Kelton, County Clerk



**VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to contract with Arrowhead Ranch Estates Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is contracting with Ranch Estates VFD to provide a public service because the Ranch Estates VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

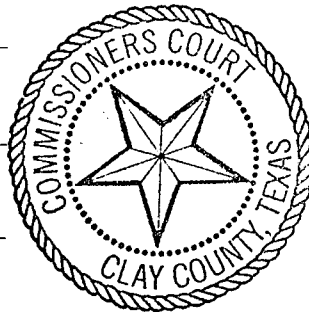
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
 Sasha Kelton, County Clerk



**VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_



## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Lake Arrowhead Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Lake Arrowhead VFD to provide a public service because the Lake Arrowhead VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

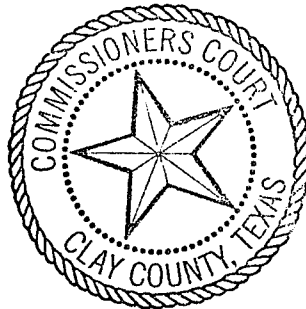
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
Sasha Kelton, County Clerk



\_\_\_\_\_ **VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Joy Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Joy VFD to provide a public service because the Joy VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

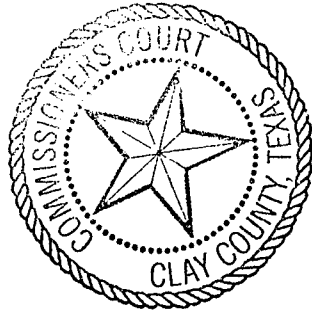
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
Sasha Kelton, County Clerk



**VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Dean Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Dean VFD to provide a public service because the Dean VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
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  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

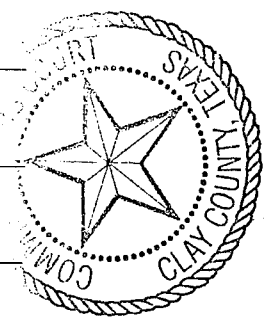
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
 Sasha Kelton, County Clerk



**VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_  
 IT'S: \_\_\_\_\_  
 ATTEST: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Byers Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Byers VFD to provide a public service because the Byers VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

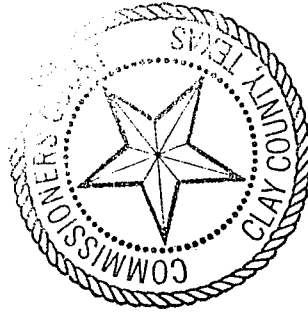
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
Sasha Kelton, County Clerk



**VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_



## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Henrietta Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Henrietta VFD to provide a public service because the Henrietta VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

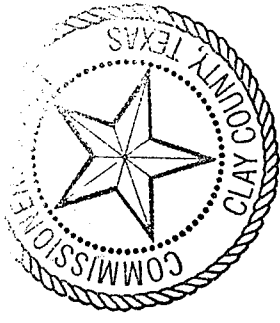
Dated to be effective this the 25<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
Sasha Kelton, County Clerk



\_\_\_\_\_ **VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Charlie Thornberry Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Charlie Thornberry VFD to provide a public service because the Charlie Thornberry VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

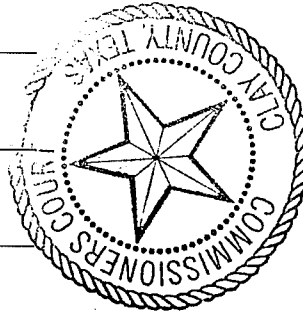
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
 Sasha Kelton, County Clerk



**VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to Contract with Jolly Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is Contracting with Jolly VFD to provide a public service because the Jolly VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this Contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or Contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

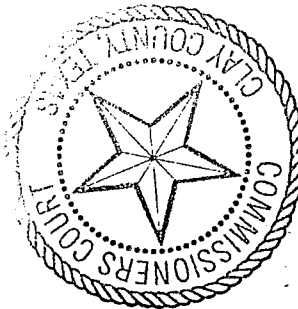
Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
Sasha Kelton, County Clerk



\_\_\_\_\_ **VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

## New Contract for Fire Protection Services

**WHEREAS** Clay County ("County") is to contract with Bluegrove Volunteer Fire Department ("VFD") 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.

**WHEREAS** Clay County is contracting with Bluegrove VFD to provide a public service because the Bluegrove VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

**WHEREAS** County and VFD represent that each is independently authorized to perform the functions contemplated by this Contract.

The VFD and County agree to operate under the following guidelines:

1. The VFD will meet the requirements established in the County Emergency Plan on covering NIMS/ICS. The Emergency Plan shall not exceed State and Federal requirements. They would keep track of their ICS training and certificates and operate their department and operations in accordance with the NIMS/ICS.
2. The VFD would have an assigned response area, and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS and the VFD would have an assigned response area and have it recognized by the Texas Forest Service, ISO, TXFIRS, NFIRS, and the 911 systems. They should be authorized by these groups to complete fire/incident reports.
3. Yearly funding for the VFD will be approved by the Clay County Commissioners' Court and VFD will agree to meet the NIMS/Incident Command Plan established by the Commissioners' Court. This payment will be paid to each VFD by March 1<sup>st</sup> of each year. This Contract will automatically be renewed unless a change is requested by the County of VFD.
4. The VFD will provide fire response and respond to other emergencies as they are trained and equipped. They are requested to provide mutual aid within the County when requested if they can still provide coverage for their assigned area.
5. The VFD does not act as an agent for the County, and the County assumes no responsibility for such services. The VFD shall be responsible for its sole negligence, and the County will be responsible for its sole negligence. The VFD agrees to cause its members and personnel providing fire protection services in performances of this contract, when providing said services, to conduct themselves in a professional manner and to comply with applicable laws. Radio communications will be conducted in accord with rules, procedures or directives of the Clay County Firefighters Association and agreed to by the Clay County Sheriff's Office.
6. This Contract will terminate in any of the following ways:
  - a. By Mutual Agreement: This Contract may be terminated by mutual agreement of the VFD or the County, as evidenced by a written termination notice.

- b. For Non-appropriation of Funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this Contract, the other party may terminate this Contract.
  - c. By Either Party: This Contract may be terminated at any times for convenience or fault upon thirty (30) days written notice.
7. By entering into this Contract, neither party waives sovereign immunity defenses, or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act.
  8. This Contract is a total and complete integration of all understandings existing between the parties hereto. It supersedes any prior oral or written agreements or contracts, promises, or representations between them. The headings of the various paragraphs of this Contract are for convenience only. They shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Contract.
  9. If the parties desire to amend this Contract during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Contract. Any modifications must be approved and signed by authorized representatives of the parties.

Dated to be effective this the 28<sup>th</sup> day of June, 2021.

**CLAY COUNTY**

BY: [Signature]

Date: 6/28/2021

ATTEST: [Signature]  
 Sasha Kelton, County Clerk



\_\_\_\_\_ **VOLUNTEER FIRE DEPARTMENT**

BY: \_\_\_\_\_

IT'S: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_