



City of Hawk Cove, Texas
1585 Maria St., Hawk Cove, TX 75474

FIRE, RESCUE AND MEDICAL EMERGENCY RESPONDER AGREEMENT

(Amended: September 01, 2022)

STATE OF TEXAS COUNTY OF HUNT

THIS AGREEMENT [(hereinafter this "Agreement")] entered into this 16th day of August 2022, is by and between the CITY OF HAWK COVE, Hunt County, Texas, hereinafter referred to as the "CITY", acting by and thru its duly elected Mayor by acclamation of the duly elected governing body, and the QUINLAN FIRE DEPARTMENT ASSOCIATION, INC., hereinafter referred to as the "QFDA", acting by and thru its duly elected Fire Chief.

The parties hereto agree as follows:

I The QFDA, utilizing its equipment and personnel, will respond to all fire and rescue and first responder medical assistance requests within the City of Hawk Cove city limits and its surrounding Extraterritorial Jurisdiction (ETJ) extending one-half mile from the outside boundary of the City limits (hereinafter the "CITY jurisdiction"), doing so on behalf of the CITY as the CITY's municipal fire department, thereby providing fire prevention, fire protection, fire suppression, and emergency rescue and medical first responder services to the citizens of the City of Hawk Cove.

In the event the QFDA personnel are not available to respond to call(s) for service the QFDA will provide coverage of these calls by way of mutual aid and/or interlocal agreements with surrounding fire departments in Hunt County.

II [I]n consideration for the above services, the CITY will act as a collection agent for monthly voluntary contributions for the services of the QFDA through the CITY's utilities billing. Such voluntary sums collected shall be accounted for by the CITY and will be paid to the QFDA on the fifteenth (15th) day of the next month following collection. In addition, the CITY will authorize the approved QFDA donation collection activities, i.e. "Boot Drives" within the boundary of the CITY limits.

The CITY will provide, in additional consideration for the above services, a total of \$3,000.00 annually, distributed in the amount of \$250 monthly. This amount will be subject to review by the respective governing bodies of the parties hereto no sooner than 180 days after the latest signature acknowledgment date of this Agreement.

III The CITY will allow the QFDA the use of any and all fire hydrants within the corporate limits of the CITY and, as additional consideration for services rendered by the QFDA to the CITY, water drawn from the CITY fire hydrants by the QFDA shall be at no cost to the QFDA.

The QFDA will deliver to the CITY on the tenth (10th) day of each month a written

report of estimated gallons of water drawn by the QFDA from the CITY's water system. This report is for accounting for water usage and will identify dates water is drawn from the system, the approximate amount of water drawn, and the locations of hydrants from which water is drawn.

The QFDA will train all its volunteers in procedures for opening and closing of the CITY's hydrant valves and shall use due diligence to prevent damage to the CITY's water system hydrant valves.

IV The QFDA will deliver to the CITY on the tenth (10th) day of each month a written report setting forth all income and expenses of the QFDA for the month just ended, which said report shall be presented to the CITY's regularly scheduled monthly City Council meeting. In addition to a statement of income and operating expenses, each report shall include a statement of the number of calls responded to within the CITY's jurisdiction, setting forth date of response, type of response (i.e. fire, medical first responder, rescue, etc.), street name and address at which any such service was rendered.

Should the QFDA fail to deliver written reports by the tenth (10th) day of each month as agreed in this section, the QFDA agrees that the CITY may withhold monthly monetary collections on behalf of the QFDA until such time as required reports have been delivered to the City Secretary of the CITY.

V The QFDA will obtain and maintain fire, theft, collision, comprehensive, and liability insurance on its vehicles and equipment, and will provide the CITY with proof thereof.

The QFDA will obtain and maintain fire and comprehensive insurance on all its buildings within the corporate limits of the CITY and will provide the CITY with proof thereof.

The QFDA will obtain and maintain workers compensation insurance coverage for all its members and will furnish the CITY with proof thereof.

The QFDA will obtain and maintain umbrella liability insurance coverage, including errors and omissions, in the following amounts, and provide the CITY with proof thereof:

INSURANCE	AMOUNTS
General Liability Coverage	\$1,000,000

VI The QFDA agrees to indemnify, protect, and hold harmless the CITY, its officers, agents, and employees, for any disputes, loss, personal liability, damage, cost or expense, including direct, indirect or consequential damages arising out of or attributable to this Agreement and the services rendered under this Agreement.

VII The QFDA shall not directly charge any resident or property owner for services rendered within the CITY jurisdiction during the term of this Agreement.

VIII This Agreement shall insure to the benefit of and bind the successors and assigns of the respective parties to this Agreement.

IX This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent writing, signed by the party to be charged.

X If any term or provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XI Either party to this Agreement may terminate this Agreement at any time, with or without cause. Termination shall be by written notice delivered to the other party a minimum of ninety (90) days in advance of the date of termination.

Termination is the sole remedy for breach of any and all obligations under this Agreement, whether such obligation is express or implied.

No monetary payments shall be made under this Agreement to the QFDA by the CITY after termination of this Agreement.

XII Any notice by any party to another with regard to this Agreement shall be in writing and may be affected by certified mail, return receipt requested.

Notice to the CITY shall be sufficient if made or addressed to:

City Administrator
City of Hawk Cove
1585 Maria St.
Hawk Cove, TX 75474

Notice to the QFDA shall be sufficient if made or addressed to:

Quinlan Fire Department Association, Inc.
P.O. Box 2616
Quinlan, TX 75474

Each party may change the address at which notice may be sent to that party by giving notice of such change within ten business days of the effective date of such change to all other parties in accordance with the provisions of this paragraph.

XIII Nothing contained in this 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 relations of the CITY and the QFDA as those terms are understood

herein.

XIV This Agreement is executed in two copies, each of which shall be considered a true and original copy of this Agreement.

XV The term of this Agreement shall be effective immediately upon ratification by the respective governing bodies of, and upon execution of this Agreement by, both parties and shall continue thereafter until September 30, 2023, unless terminated sooner under the provisions hereof. Thereafter, unless so terminated, this Agreement shall automatically renew annually for one-year terms.

EXECUTED on the day and year first above written (and effective upon the signing and acknowledgement of all parties hereto).

CITY OF HAWK COVE, TEXAS

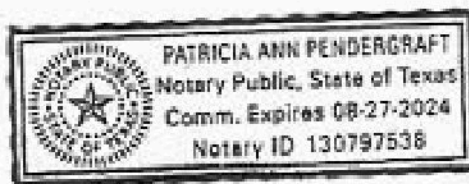


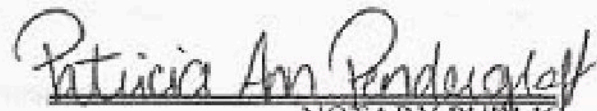
Wm. Darren Evans, Mayor

ACKNOWLEDGMENT CERTIFICATE

STATE OF TEXAS
COUNTY OF HUNT

This Agreement was acknowledged before me on the 1st day of September 2022, by Darren Evans on behalf of the CITY OF HAWK COVE, TEXAS, in the capacity as Mayor of the City of Hawk Cove, Texas by acclamation vote of the City Council on 8/16/2022.




NOTARY PUBLIC
STATE OF TEXAS

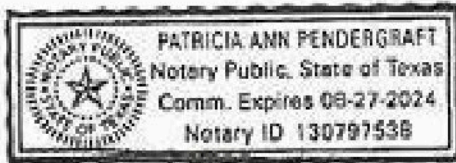
CITY OF HAWK COVE, TEXAS

R E McKeehan
R. E. McKeehan, City Administrator

ACKNOWLEDGMENT CERTIFICATE

STATE OF TEXAS
COUNTY OF HUNT

This Agreement was acknowledged before me on the 1st day of September 2022,
by R. E. McKeehan on behalf of the CITY OF HAWK COVE, TEXAS, in the capacity as
City Administrator of the City of Hawk Cove, Texas by acclamation vote of the City
Council on 8/16/2022.



Patricia Ann Pendergraft
NOTARY PUBLIC
STATE OF TEXAS

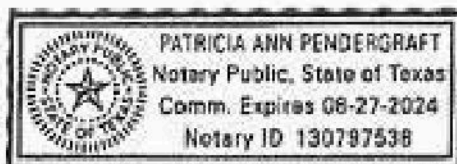
QUINLAN FIRE DEPARTMENT

Angela A. Massey
Angela A. Massey, Chief

ACKNOWLEDGMENT CERTIFICATE

STATE OF TEXAS
COUNTY OF HUNT

This Agreement was acknowledged before me on the 1st day of September 2022,
by Angela N. Massey on behalf of the QUINLAN FIRE DEPARTMENT
ASSOCIATION, in the capacity as Chief of the Quinlan Fire Department Association.



Patricia Ann Pendergraft
NOTARY PUBLIC
STATE OF TEXAS