



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

**MAY 25th, 2023 EXTENSION OF FIRE, RESCUE AND
MEDICAL EMERGENCY RESPONDER AGREEMENT
(Amended August 28, 2022)**

STATE OF TEXAS, COUNTY OF HUNT

THIS AGREEMENT TO EXTEND that certain Fire, Rescue and Medial Emergency Responder Agreement ("this Agreement") that the parties originally entered into on the 16th day of August 2022, and the parties thereafter amended on the 28th day of August 2022;

IS HEREBY ENTERED INTO on this, the 25th day of May, 2023, by and between The City of Hawk Cove, Texas (hereinafter referred to as "City"), in Hunt County, by unanimous vote of all five (5) voting members of the city council, acting by and through City's duly elected Mayor of The City of Hawk Cove, Texas, ("Mayor") and the City Council of The City of Hawk Cove, Texas, ("Council"), and the Quinlan Fire Department Association, Inc. (the QFDA"), acting by and through its duly elected Fire Chief. All actions taken by or on behalf of the City by the Council on, or relating to, this Agreement shall be by unanimous vote of all five (5) voting members of the Council in a properly noticed Regular or Special Session.

IN WITNESS WHEREOF, the parties hereto agree to extend all services, duties and obligations, without limitation, as set forth in the referenced amended agreement of the 28th day of August, 2022, and herein and hereby reaffirm that amended agreement with changes to meet contemporary conditions, including extending the September 30, 2023 expiration date of that amended agreement to September 30, 2033, all as follows:

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

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

II. In consideration for the above services, City shall act as, and be, QFDA's collection agent for monthly voluntary contributions for QFDA's services through City's utilities billing or other

method. City shall account for any and all voluntary sums collected, and any and all such sums shall be paid by City to QFDA on the fifteenth (15th) day of each month next following any such collection. City shall, and hereby does, authorize QFDA-approved donation collection activities, such as "Boot Drives", within City's corporate limits.

All communications related to or concerning this Agreement, and/or the parties' duties and obligations hereunder, shall be solely by and between: City's Administrator and/or City's Secretary, or such others as they may designate in writing or to whom they may delegate in writing, as circumstances and situations may require; and such duly-authorized representative or representatives of QFDA, as QFDA designates in writing to City.

In further consideration for QFDA's services, City shall provide QFDA with the sum of Three Thousand Dollars (\$3,000.00) annually in monthly distributions. This amount is subject to review one hundred eighty (180) days after the date of this Agreement and may be changed or amended as may be necessary or appropriate upon the parties' mutual and joint assent.

III. In further consideration for QFDA's services, City shall allow QFDA to use and draw water from fire hydrants within City's corporate limits at no cost to QFDA.

QFDA shall deliver to City, on the tenth (10th) day of each month, a written report of estimated gallons of water drawn and used from the water system by QFDA. This report, to be used by City to account for water usage, shall identify dates water is drawn from the water system, the approximate amount of water drawn, and the locations of City hydrants from which water is drawn.

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

IV. QFDA shall deliver to City on the tenth (10th) day of each month a written report detailing all QFDA income and operating expenses relating to City; and QFDA may present the same report if QFDA desires, at City's regularly-scheduled Council for the month following the month reported. In addition to a statement of income and operating expenses, each such report shall state: the number of calls QFDA responded to within City's corporate limits; the date of each response; the type of response (i.e., fire, medical first responder, rescue, etc.); and the street name within City at which QFDA rendered each such service.

Should QFDA fail to deliver any written report on the tenth (10th) day of any month as agreed in this section, QFDA agrees that City may withhold City's monthly monetary collections on behalf of QFDA until such time as QFDA has delivered all required reports to City's City Secretary.

V. QFDA shall obtain and maintain fire, theft, collision, comprehensive, and liability insurance on its vehicles and equipment, and QFDA shall provide City with proof thereof.

QFDA shall obtain and maintain workers compensation insurance coverage for all QFDA members and shall provide City with proof thereof.

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

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

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

VII. During the term of this Agreement, or any extensions of this Agreement created by the parties' mutual and joint assent, QFDA shall not directly charge any City resident or property owner for services rendered within City's corporate limits.

VIII. This Agreement shall inure to the benefit of, and bind, the successors and assigns of the respective parties to this Agreement, or any extensions of this Agreement created by the parties' mutual and joint assent.

IX. This Agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed herein. Any oral representations or modifications of, or concerning, this Agreement shall be void and of no force or effect unless the same are contained in a subsequent writing signed by the party thereto to be charged.

X. If any term or provision of this Agreement is held to be invalid, void or unenforceable, in whole or in part, by a court of competent jurisdiction, all remaining 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 not less than ninety (90) days in advance of the date of termination.

XII. Any notice given by any party to another relating to, concerning or regarding this Agreement shall be in writing and may be delivered by certified mail, return receipt requested. Proof of the date the same is actually received by the recipient shall be the date on which any time for any act hereunder shall begin to run or begin to expire.

Notice to City shall be sufficient if made or addressed to:

Mayor of The City of Hawk Cove, Texas
The City of Hawk Cove

1585 Maria Street
Hawk Cove, Texas 75474

and a copy thereof shall similarly and simultaneously be addressed to:

City Administrator of The City of Hawk Cove, Texas
" The City of Hawk Cove
1585 Maria Street
Hawk Cove, Texas 75474

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

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

Each party hereto shall advise all others of any change in that party's address by giving written notice of the same within ten (10) days of any such address change, and in accordance with the provisions of this section.

XIII. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any other third party, to create the relationship of principal and agent, partnership, joint venture, employer and employee, or of any other association whatsoever between the parties, it being expressly understood, agreed and here stated that no provision contained in this Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than this Agreement and the relationship stated herein between City and QFDA as those terms are stated, set forth and understood by and between the parties hereto.

XIV. This agreement is executed in two originals, with two sets of original signatures, each of which shall be considered a true and original of this Agreement.

XV. The term of this Agreement shall begin and be effective on October 1, 2022, and upon execution by both parties, shall continue thereafter until September 30, 2033, unless terminated sooner under the provisions hereof. From and after September 30, 2033, this Agreement shall automatically renew annually for one-year terms, unless and until the parties agree in writing otherwise.

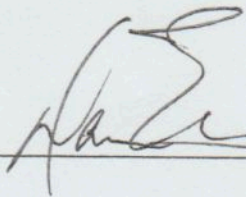
THIS AGREEMENT EXECUTED on this, the 25th day of May 2023, and effective upon the signing and acknowledgment of all parties hereto, as shown below.

THE CITY OF HAWK COVE, TEXAS

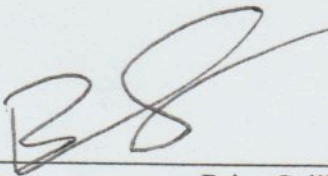
**QUINLAN FIRE DEPARTMENT
ASSOCIATION, INC.**

May 25th, 2023, Extension of Fire, Rescue and Medical Emergency
Responder Agreement (Amended August 28, 2022)

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Darren Evans, Mayor



Brian Collinsworth, Chief

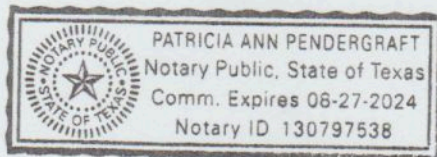
ACKNOWLEDGMENT

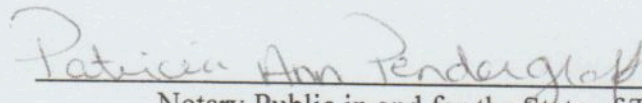
STATE OF TEXAS)
) ss:
COUNTY OF HUNT)

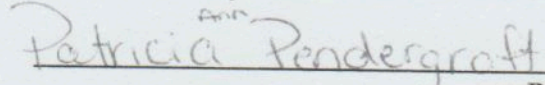
The above and foregoing Agreement was acknowledged, subscribed and sworn to before me, the undersigned Notary Public, on this, the 25th day of May, 2023, by **Darren Evans**, in his capacity as duly-elected Mayor of The City of Hawk Cove, Texas, and who acknowledges that he signed the same in that capacity for the purposes stated therein.

My Commission Expires:

08/27/2024





Notary Public in and for the State of Texas


Printed Name

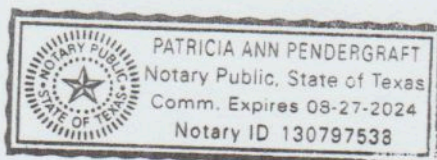
ACKNOWLEDGMENT

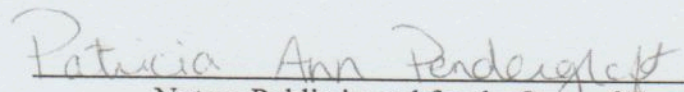
STATE OF TEXAS)
) ss:
COUNTY OF HUNT)

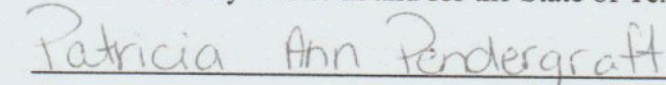
The above and foregoing Agreement was acknowledged, subscribed and sworn to before me, the undersigned Notary Public, on this, the 25th day of May, 2023, by **Brian Collinsworth**, in his capacity as duly-elected Chief of Quinlan Fire Department Association, Inc., and who acknowledges that he signed the same in that capacity for the purposes stated therein.

My Commission Expires:

08/27/2024





Notary Public in and for the State of Texas


Printed Name