EXHIBIT

Septimental Septiment

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS & SCOUNTY OF HOPKINS & STATE OF TEXAS

	WHEREAS, the	СОМО	Volunteer Fire Department, Inc.
(the V	/FD), being a Texas non-p	rofit corporation, shall	provide fire protection and/or
emerge	ency service to an area wit	hin Hopkins County, T	exas, which is located outside
munic	ipalities, and		

WHEREAS, pursuant to section 352.001 of the Texas Local Government Code, Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may furnish fire protection to the residents of the County located outside the municipalities, and

WHEREAS, the VFD and the Hopkins County Fire Department, (a department organized under the Hopkins County Commissioners Court), desire to enter into an agreement, pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County Fire Department and Volunteer Fire Departments may jointly provide fire protection for portions of Hopkins County, Texas, located outside municipalities.

NOW, THEREFORE, this Agreement is made and entered into this the _______ day of _______, 20_2 by and between the VFD and the County, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the VFD and the County agree as follows:

 The VFD agrees to provide fire protection and emergency service to an area of Hopkins County, Texas, which lies outside any municipality.

VFD Initials: County Initials:

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 \$ 814.03 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials: County Initials:

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
- 10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.
- 11. The Hopkins County Auditor shall receive from each VFD an updated copy of the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).
- 12. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request <u>shall</u> result in a hold of the VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	COMO		
	VOLUNTEER FIRE DEPARTMENT, INC:		
Robert Newsom, County Judge			
Hopkins County, Texas			
P.O. Box 288			
Sulphur Springs, Texas 75483			

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials: County Initials:

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN DUPLICATE, this	day	_, 20,	as duly
authorized by the VFD and the Commissione	ers Court of Hopkins County,	Texas.	

COMO VOLUNTEER FIRE DEPARTMENT, INC.

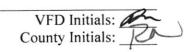
By: Darrell Meell's Volunteer Fire Chief Printed or typed name By: LADVEY Mayor of Como Printed or typed name	Signature Signature
THE STATE OF TEXAS \$ COUNTY OF HOPKINS \$	
Signed and acknowledged before me by purposes herein expressed, on this the da	
Sheila Butler My Commission Expires 2/5/2026 Notary ID 129700698 THE STATE OF TEXAS §	Notary Public, State of Texas
COUNTY OF HOPKINS §	
Signed and acknowledged before me by purposes herein expressed, on this the da	0 3
Sheila Butler My Commission Expires 2/5/2026 Notary ID 129700698	Notary Public, State of Texas
THE STATE OF TEXAS \$ COUNTY OF HOPKINS \$	
PAGE 8 OF 11	VFD Initials: County Initials:

Signed and acknowledged before me by			, for the
purposes herein expressed, on this the	day	of,2	20
		Notary Public, State of Texas	
HOPKINS COUNTY, TEXAS			
By: Robert Newsom, County Judge	lei	You	
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me to the service of	by of	ROBERT MEWSON, for to get the second	the purposes <u>25</u> .
ATTEST: Tracy Smith, County Clerk Hopkins County, Texas	***	THILLIAN COMMIC	
Hopkins County Volunteer Fire	e De	epartment – Code of Co	nduct
I understand that as a member of conduct myself in a manner that reflects proper of	ethica	, I have the re	sponsibility to ing, I will help
PAGE 9 OF 11		VFD I County I	nitials:

foster a continuing positive public perception of the fire service. I understand that failing to abide by this Code of Conduct may result in disciplinary action as deemed necessary by my department. Disciplinary action may include but is not limited to suspension or the termination of my membership with said Volunteer Fire Department.

As a member of, I pledge the following	; :
 I will conduct myself, on and off duty, in a manner that reflects positively on me, my department, in general and avoid behaviors that damage or could damage the good reputation, morale or efficient my department. I will be truthful and honest in all dealings with my department and the fire service that may corrintegrity. There is an expectation that dishonest acts will not be tolerated. It is not appropriate to use my department or my status within to seek or obtain influence, preference, advantage or advancement. Recognizing that I serve in a position of public trust that requires stewardship in the honest and department owned resources, I will never misuse or misappropriate department funds, resources or Recognizing that my position requires professionalism, competence, respect and loyalty in the propriate and use of information, confidential or otherwise, gained by virtue of my position, information only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, outside business interests or activities the or are enhanced by my official position or have the potential to create the perception of impropriety I will not engage in activities involving alcohol or substance abuse that impairs or compromise others while performing my duties as a firefighter, first responder, care provider and or a member of new I will not discriminate on the basis of race, religion, color, creed, age, marital status, national or gender, sexual preference, medical condition or handicap. I will be courteous, considerate and civil to all persons during the performance of my duties. Metactful in the performance of their duties and are expected to exercise the utmost patience and cunder the most trying of circumstances. I will not harass, intimidate, bully, or threaten fellow mem service, members of my department, public officials or the public at large. There is an expect department will not tolerate such behaviors by its mem	mpromise their personal gair efficient use of property. Derformance of will use such at conflict with the safety of the safety o
It being essential for, including its indivi- [name of department] [name of department]	
to be held in the highest regard for honesty, character and integrity, I shall refrain from any viol behavior, crimes of moral turpitude, and shall refrain from publicly associating with known criminals	
Member Name - Print	

Hopkins County Volunteer Criminal Background Assessment



Date

Signature

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HOPKINS §
WHEREAS, the SALTILLO Volunteer Fire Department, Inc.
(the VFD), being a Texas non-profit corporation, shall provide fire protection and/or
emergency service to an area within Hopkins County, Texas, which is located outside
municipalities, and
WHEREAS, pursuant to section 352.001 of the Texas Local Government Code,
Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may
furnish fire protection to the residents of the County located outside the municipalities, and
WHEREAS, the VFD and the Hopkins County Fire Department, (a department
organized under the Hopkins County Commissioners Court), desire to enter into an agreement,
pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of
the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County
Fire Department and Volunteer Fire Departments may jointly provide fire protection for
portions of Hopkins County, Texas, located outside municipalities.
NOW, THEREFORE, this Agreement is made and entered into this the/ day of
, 2027, by and between the VFD and the County, each existing under the
laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the
VFD and the County agree as follows:
1. The VFD agrees to provide fire protection and emergency service to an area of
Hopkins County, Texas, which lies outside any municipality.
PAGE 1 OF 11 VFD Initials:
County Initials:

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 877.91 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- 4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated

department members, stating that each member has reviewed the finances and account

balances, and finds no discrepancies.

9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by

the last day of September each year. If the VFD submits a written request for an extension of

time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the

required documentation by the date agreed upon in this Agreement, the Hopkins County

Auditor may at her discretion grant an additional time up to 45 days from the last day in

September in which the VFD is to provide the required documentation. Any further extension

of time for providing the required documentation shall require the approval of the

Commissioners Court.

10. The Hopkins County Auditor shall review the financial records of the VFD to

determine the accuracy and validity of the Annual Report regarding all volunteer department

funds.

11. The Hopkins County Auditor shall receive from each VFD an updated copy of

the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).

12. Any failure to submit the required documentation will jeopardize future funding

to the VFD by the County. Failure to submit reports by the specified date as required by this

Agreement or as required by a pre-approved extension request shall result in a hold of the

VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

VFD Initials: County Initials: PA

to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

VFD Initials: County Initials: compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	SALTILLO
	VOLUNTEER FIRE DEPARTMENT, INC:
Robert Newsom, County Judge	
Hopkins County, Texas	
P.O. Box 288	
Sulphur Springs, Texas 75483	

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- 20. Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN DUPLICATE, this _	day	, 20, as duly
authorized by the VFD and the Commissioners	Court of Hopkins Cour	nty, Texas.

SALTILLO VOLUNTEER FIRE DEPARTMENT, INC.

By: John Brian BEADLE Volunteer Fire Chief Printed or typed name	Signature	
By: Patricia Willyard President of VFD Printed or typed name	Signature W Ways	
By: DUTCH VALLASTER Treasurer of VFD Printed or typed name	Dallor Signature	
THE STATE OF TEXAS \$ COUNTY OF HOPKINS \$		
Signed and acknowledged before me by		, for the
purposes herein expressed, on this the	day of, 20	·
	Notary Public, State of Texas	
THE STATE OF TEXAS §		
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$		
Signed and acknowledged before me by		, for the
purposes herein expressed, on this the		
	Notary Public, State of Texas	
PAGE 8 OF 11	VFD Initials County Initials	

THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before purposes herein expressed, on this the			
		Notary Public, State of Te	xas
HOPKINS COUNTY, TE	XAS		
By: Robert Newsom, County	Judge	≯	
THE STATE OF TEXAS \$ COUNTY OF HOPKINS \$ Signed and acknowledged b wherein expressed, on this the	efore me by day of		for the purposes
ATTEST: Tracy Smith, County Clerk Hopkins County, Texas	WILLIAM STANDON STANDO	MINION SOMMISSION OF THE PROPERTY OF THE PROPE	

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

I understand that as a member of		
As a member of	, I pledge the following:	
 I will conduct myself, on and off duty, in a manner that ref in general and avoid behaviors that damage or could damage my department. 		
 I will be truthful and honest in all dealings with my depar integrity. There is an expectation that dishonest acts will not 		
 It is not appropriate to use my department or my state preference, advantage or advancement. 	us within to seek or obtain influence, personal gain,	
 Recognizing that I serve in a position of public trust that redepartment owned resources, I will never misuse or misappres Recognizing that my position requires professionalism, or my duties and use of information, confidential or otherwinformation only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, or are enhanced by my official position or have the potential 	opriate department funds, resources or property. Ompetence, respect and loyalty in the performance of ise, gained by virtue of my position, I will use such outside business interests or activities that conflict with	
 I will not engage in activities involving alcohol or substate others while performing my duties as a firefighter, first respor I will not discriminate on the basis of race, religion, cologender, sexual preference, medical condition or handicap. 	nce abuse that impairs or compromises the safety of older, care provider and or a member of my department.	
 I will be courteous, considerate and civil to all persons dutactful in the performance of their duties and are expected under the most trying of circumstances. I will not harass, in service, members of my department, public officials or the department will not tolerate such behaviors by its members. 	to exercise the utmost patience and discretion even timidate, bully, or threaten fellow members of the fire ne public at large. There is an expectation that my	
It being essential for	, including its individual members,	
[name of department] to be held in the highest regard for honesty, character and behavior, crimes of moral turpitude, and shall refrain from page 2.5.	d integrity, I shall refrain from any violent or criminal	
Member Name - Print		
Signature	Date	

VFD Initialst County Initials:

Hopkins County Volunteer Criminal Background Assessment

- Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials:
County Initials:

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS
COUNTY OF HOPKINS

WHEREAS, the PICKTON-PINE FOREST Volunteer Fire Department, Inc. (the VFD), being a Texas non-profit corporation, shall provide fire protection and/or emergency service to an area within Hopkins County, Texas, which is located outside municipalities, and

WHEREAS, pursuant to section 352.001 of the Texas Local Government Code, Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may furnish fire protection to the residents of the County located outside the municipalities, and

WHEREAS, the VFD and the Hopkins County Fire Department, (a department organized under the Hopkins County Commissioners Court), desire to enter into an agreement, pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County Fire Department and Volunteer Fire Departments may jointly provide fire protection for portions of Hopkins County, Texas, located outside municipalities.

NOW, THEREFORE, this Agreement is made and entered into this the <u>/ D</u> day of ________, 2025, by and between the VFD and the County, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the VFD and the County agree as follows:

 The VFD agrees to provide fire protection and emergency service to an area of Hopkins County, Texas, which lies outside any municipality.

VFD Initials: County Initials:

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 \$ 1,001.88 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- 4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials: PCCOunty Initials:

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
- 10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.
- 11. The Hopkins County Auditor shall receive from each VFD an updated copy of the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).
- 12. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request <u>shall</u> result in a hold of the VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

VFD Initials: PAF
County Initials:

to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

VFD Initials: PFC County Initials:

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	PICKTON-PINE FOREST	
	VOLUNTEER FIRE DEPARTMENT, INC:	
Robert Newsom, County Judge		
Hopkins County, Texas		
P.O. Box 288		
Sulphur Springs, Texas 75483		

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- 20. Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials: Property County Initials:

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED	IN DUPLICATE,	this	day	_, 20,	as c	luly
authorized by the VF	D and the Commiss	ioners Cour	t of Hopkins County,	Texas.		

VFD Initials: POP County Initials:

PICKTON-PINE FOREST VOLUNTEER FIRE DEPARTMENT, INC.

By: Thempson Volunteer Fire Chief	Signature Thompson
By: MARK SUSTAIRE President of VFD Printed or typed name By: Trace + Hankins Treasurer of VFD Printed or typed name	Signature Signature Signature
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me by	, for the
purposes herein expressed, on this the	
	Notary Public, State of Texas
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$	
Signed and acknowledged before me by	, for the
purposes herein expressed, on this the	
	Notary Public, State of Texas
PAGE 8 OF 11	VFD Initials: PAF County Initials:

THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me by purposes herein expressed, on this the	
	Notary Public, State of Texas
HOPKINS COUNTY, TEXAS	
By: Robert Newsom, County Judge THE STATE OF TEXAS	Str.
Signed and acknowledged before me wherein expressed, on this the day	1
Tracy Smith, County Clerk Hopkins County, Texas	THE COMMISSION OF STREET

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

understand that as a member of	
conduct myself in a manner that reflects proper ethic foster a continuing positive public perception of the f this Code of Conduct may result in disciplinary act	ire service. I understand that failing to abide by
Disciplinary action may include but is not limited to so with said Volunteer Fire Department.	
	, I pledge the following:
 I will conduct myself, on and off duty, in a manner that re in general and avoid behaviors that damage or could damag my department. 	
 I will be truthful and honest in all dealings with my depaintegrity. There is an expectation that dishonest acts will no 	
 It is not appropriate to use my department or my star preference, advantage or advancement. 	
 Recognizing that I serve in a position of public trust that department owned resources, I will never misuse or misappi Recognizing that my position requires professionalism, on the my duties and use of information, confidential or otherwinformation only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, or are enhanced by my official position or have the potential 	copriate department funds, resources or property. competence, respect and loyalty in the performance of vise, gained by virtue of my position, I will use such outside business interests or activities that conflict with
 I will not engage in activities involving alcohol or substrothers while performing my duties as a firefighter, first respo I will not discriminate on the basis of race, religion, color gender, sexual preference, medical condition or handicap. 	ance abuse that impairs or compromises the safety of nder, care provider and or a member of my department.
 I will be courteous, considerate and civil to all persons d tactful in the performance of their duties and are expecte under the most trying of circumstances. I will not harass, in service, members of my department, public officials or t department will not tolerate such behaviors by its members 	d to exercise the utmost patience and discretion even attimidate, bully, or threaten fellow members of the fire the public at large. There is an expectation that my
It being essential for	, including its individual members,
[name of department] to be held in the highest regard for honesty, character are behavior, crimes of moral turpitude, and shall refrain from	d integrity, I shall refrain from any violent or criminal
Member Name - Print	-
Signature	Date

VFD Initials: County Initials:

Hopkins County Volunteer Criminal Background Assessment

- Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials: Por County Initials:

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS & SCOUNTY OF HOPKINS

WHEREAS, the NORTH HOPKINS-SOUTH SULPHUR Volunteer Fire Department, Inc. (the VFD), being a Texas non-profit corporation, shall provide fire protection and/or emergency service to an area within Hopkins County, Texas, which is located outside municipalities, and

WHEREAS, pursuant to section 352.001 of the Texas Local Government Code, Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may furnish fire protection to the residents of the County located outside the municipalities, and

WHEREAS, the VFD and the Hopkins County Fire Department, (a department organized under the Hopkins County Commissioners Court), desire to enter into an agreement, pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County Fire Department and Volunteer Fire Departments may jointly provide fire protection for portions of Hopkins County, Texas, located outside municipalities.

 The VFD agrees to provide fire protection and emergency service to an area of Hopkins County, Texas, which lies outside any municipality.

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 1,001.88 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- 4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials: BH
County Initials:

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
- 10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.
- 11. The Hopkins County Auditor shall receive from each VFD an updated copy of the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).
- 12. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request <u>shall</u> result in a hold of the VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

VFD Initials: BA

to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	NORTH HOPKINS-SOUTH SULPHUR
	VOLUNTEER FIRE DEPARTMENT, INC:
Robert Newsom, County Judge	
Hopkins County, Texas	
P.O. Box 288	
Sulphur Springs, Texas 75483	

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- 20. Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials: BK
County Initials: RW

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN DUPLICATE, this	_ day,	, 20, as	duly
authorized by the VFD and the Commissioners Co	ourt of Hopkins County, To	exas.	

NORTH HOPKINS-SOUTH SULPHUR VOLUNTEER FIRE DEPARTMENT, INC.

By: Solf Horry Volunteer Fire Chief Printed or typed name	Bobby Harris Signature	
By: AIM RICH President of VFD Printed or typed name	Signature	
By: Debie Harris Treasurer of VFD Printed or typed name	Signature Signature	
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$		
Signed and acknowledged before me by		_, for the
purposes herein expressed, on this the		·
	Notary Public, State of Texas	
THE STATE OF TEXAS §		
COUNTY OF HOPKINS §		
Signed and acknowledged before me by		_, for the
purposes herein expressed, on this the		·
	Notary Public, State of Texas	· · · · · · · · · · · · · · · · · · ·
PAGE 8 OF 11	VFD Initial	Is: BH

THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me by purposes herein expressed, on this the		
	Notary Public, State of Texas	
HOPKINS COUNTY, TEXAS		L
By: Robert Newsom, County Judge	No	
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me wherein expressed, on this the	by Robert WWSM, for the purposes of JUNE, 2025.	
Tracy Smith, County Clerk Hopkins County, Texas	E + 7 S C O MMIS S COMMISS OF THE STATE OF T	

VFD Initials: BH County Initials:

PAGE 9 OF 11

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

I understand that as a member of	ehavior and integrity. In so doing, I will help ervice. I understand that failing to abide by as deemed necessary by my department. nsion or the termination of my membership
As a member of	, I pledge the following:
 I will conduct myself, on and off duty, in a manner that reflect in general and avoid behaviors that damage or could damage the my department. I will be truthful and honest in all dealings with my department integrity. There is an expectation that dishonest acts will not be It is not appropriate to use my department or my status we preference, advantage or advancement. Recognizing that I serve in a position of public trust that required department owned resources, I will never misuse or misapproprious. Recognizing that my position requires professionalism, company duties and use of information, confidential or otherwise, information only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, outside or are enhanced by my official position or have the potential to others while performing my duties as a firefighter, first responder. I will not discriminate on the basis of race, religion, color, or gender, sexual preference, medical condition or handicap. I will be courteous, considerate and civil to all persons during tactful in the performance of their duties and are expected to under the most trying of circumstances. I will not harass, intimeservice, members of my department, public officials or the department will not tolerate such behaviors by its members or department will not tolerate such behaviors by its members or department will not tolerate such behaviors by its members or department will not tolerate such behaviors by its members or department. 	ent and the fire service that may compromise their tolerated. within to seek or obtain influence, personal gain, lires stewardship in the honest and efficient use of late department funds, resources or property. Detence, respect and loyalty in the performance of logained by virtue of my position, I will use such lot de business interests or activities that conflict with loreate the perception of impropriety. The abuse that impairs or compromises the safety of logary, care provider and or a member of my department. The reed, age, marital status, national origin, ancestry, log the performance of my duties. Members shall be logary exercise the utmost patience and discretion even lidate, bully, or threaten fellow members of the fire logarity at large. There is an expectation that my
A haing acceptial for	, including its individual members,
It being essential for	ntegrity, I shall refrain from any violent or criminal
Member Name - Print	
Signature	Date
PAGE 10 OF 11	VFD Initials: BM

VFD Initials:

Hopkins County Volunteer Criminal Background Assessment

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials: BACCOUNTY Initials:

PAGE 11 OF 11

VFD Initials
County Initials

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HOPKINS §

WHEREAS, the MILLER GROVE Volunteer Fire Department, Inc. (the VFD), being a Texas non-profit corporation, shall provide fire protection and/or emergency service to an area within Hopkins County, Texas, which is located outside municipalities, and

WHEREAS, pursuant to section 352.001 of the Texas Local Government Code, Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may furnish fire protection to the residents of the County located outside the municipalities, and

WHEREAS, the VFD and the Hopkins County Fire Department, (a department organized under the Hopkins County Commissioners Court), desire to enter into an agreement, pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County Fire Department and Volunteer Fire Departments may jointly provide fire protection for portions of Hopkins County, Texas, located outside municipalities.

NOW, THEREFORE, this Agreement is made and entered into this the day of day of laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the VFD and the County agree as follows:

 The VFD agrees to provide fire protection and emergency service to an area of Hopkins County, Texas, which lies outside any municipality.

VFD Initials: Proceedings of the County Initials:

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 779.87 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- 4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials: Work
County Initials:

the location where each service is rendered.

The VFD shall have an Independent Auditor perform an annual financial report

documenting all income and expenditures of all department funds to be paid for by the VFD.

8. The VFD shall submit an annual affidavit signed by three (3) unrelated

department members, stating that each member has reviewed the finances and account

balances, and finds no discrepancies.

9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by

the last day of September each year. If the VFD submits a written request for an extension of

time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the

required documentation by the date agreed upon in this Agreement, the Hopkins County

Auditor may at her discretion grant an additional time up to 45 days from the last day in

September in which the VFD is to provide the required documentation. Any further extension

of time for providing the required documentation shall require the approval of the

Commissioners Court.

10. The Hopkins County Auditor shall review the financial records of the VFD to

determine the accuracy and validity of the Annual Report regarding all volunteer department

funds.

11. The Hopkins County Auditor shall receive from each VFD an updated copy of

the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).

12. Any failure to submit the required documentation will jeopardize future funding

to the VFD by the County. Failure to submit reports by the specified date as required by this

Agreement or as required by a pre-approved extension request shall result in a hold of the

VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

VFD Initials: LON County Initials: to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

VFD Initials: work
County Initials:

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

VFD Initials: LOF County Initials: Fu (90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	MILLER GROVE	
	VOLUNTEER FIRE DEPARTMENT, INC:	
Robert Newsom, County Judge		
Hopkins County, Texas		
P.O. Box 288		
Sulphur Springs, Texas 75483		

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- 20. Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials: WOR
County Initials:

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

executed in Duplicate, this \(\frac{\gamma}{3} \) day \(\frac{\gamma \lefta}{2} \), 20 \(\frac{\gamma}{5} \), as duly authorized by the VFD and the Commissioners Court of Hopkins County, Texas.

VFD Initials: Wolf County Initials:

MILLER GROVE VOLUNTEER FIRE DEPARTMENT, INC.

Nolunteer Fire Chief Printed or typed name	Signature		
President of VFD Printed or typed name	Signature	<i>a</i> .	
By: Wianne WWS Treasurer of VFD Printed or typed name	Signature	<u> </u>	
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$			
Signed and acknowledged before me by			, for the
purposes herein expressed, on this the	day of,	20	
	Notary Public, State of Texas		
THE STATE OF TEXAS §			
COUNTY OF HOPKINS §			
Signed and acknowledged before me by			_, for the
purposes herein expressed, on this the			
	Notary Public, State of Texas		

PAGE 8 OF 11

VFD Initials: Local County Initials:

THE STATE OF TEXAS COUNTY OF HOPKINS Signed and acknowled purposes herein expressed, or				
		Notary	Public, State of Texas	S
HOPKINS COUNTY	Y, TEXAS			
By: Robert Newsom,	County Judge	je Story		
THE STATE OF TEXAS COUNTY OF HOPKINS Signed and acknowled wherein expressed, on this to the state of the st	\$ \$ edged before me he What day			or the purposes $20 \underline{\times}_{-}$.
ATTEST: Tracy Smith, County Clerk Hopkins County, Texas	AS COURT OF THE PRINTED THE PR	TANGE COMMISSION OF THE PARTY O		

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

I understand that as a member of
As a member of M. Nor Grace VFD , I pledge the following:
• I will conduct myself, on and off duty, in a manner that reflects positively on me, my department, the fire service in general and avoid behaviors that damage or could damage the good reputation, morale or efficient operation of my department.
• I will be truthful and honest in all dealings with my department and the fire service that may compromise their integrity. There is an expectation that dishonest acts will not be tolerated.
• It is not appropriate to use my department or my status within to seek or obtain influence, personal gain, preference, advantage or advancement.
 Recognizing that I serve in a position of public trust that requires stewardship in the honest and efficient use of department owned resources, I will never misuse or misappropriate department funds, resources or property. Recognizing that my position requires professionalism, competence, respect and loyalty in the performance of my duties and use of information, confidential or otherwise, gained by virtue of my position, I will use such information only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety. I will not engage in activities involving alcohol or substance abuse that impairs or compromises the safety of others while performing my duties as a firefighter, first responder, care provider and or a member of my department. I will not discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
 I will be courteous, considerate and civil to all persons during the performance of my duties. Members shall be tactful in the performance of their duties and are expected to exercise the utmost patience and discretion even under the most trying of circumstances. I will not harass, intimidate, bully, or threaten fellow members of the fire service, members of my department, public officials or the public at large. There is an expectation that my department will not tolerate such behaviors by its members or others.
• It being essential for
to be held in the highest regard for honesty, character and integrity, I shall refrain from any violent or criminal behavior, crimes of moral turpitude, and shall refrain from publicly associating with known criminals.
Member Name - Print
Signature Classification Date

Hopkins County Volunteer Criminal Background Assessment

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS §	
COUNTY OF HOPKINS §	
WHEREAS, the DIKE	Volunteer Fire Department, Inc.
(the VFD), being a Texas non-profit corpora	ation, shall provide fire protection and/or
emergency service to an area within Hopkins	County, Texas, which is located outside
municipalities, and	
WHEREAS, pursuant to section 352.00	of the Texas Local Government Code,
Hopkins County, Texas, (the County), being a po	litical subdivision of the State of Texas, may
furnish fire protection to the residents of the Cour	nty located outside the municipalities, and
WHEREAS, the VFD and the Hopkins	s County Fire Department, (a department
organized under the Hopkins County Commission	ners Court), desire to enter into an agreement,
pursuant to Section 352.001(c) of the Texas Loc	cal Government Code and Section 78.001 of
the Texas Civil Practice and Remedies Code, as	applicable, in order that the Hopkins County
Fire Department and Volunteer Fire Departme	ents may jointly provide fire protection for
portions of Hopkins County, Texas, located outsi	ide municipalities.
NOW, THEREFORE, this Agreement is m	nade and entered into this the day of
	VFD and the County, each existing under the
laws of the State of Texas, and for the benefits a	and considerations hereinafter expressed, the
VFD and the County agree as follows:	
1. The VFD agrees to provide fire pr	rotection and emergency service to an area of
Hopkins County, Texas, which lies outside any n	nunicipality.

VFD Initials: 765
County Initials:

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 751.41 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
- 10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.
- 11. The Hopkins County Auditor shall receive from each VFD an updated copy of the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).
- 12. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request <u>shall</u> result in a hold of the VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

DIKE
VOLUNTEER FIRE DEPARTMENT, INC:

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- 20. Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN DUPLICATE, this _	day		as duly
authorized by the VFD and the Commissioners	Court of Hopkins County	, Texas.	

DIKE VOLUNTEER FIRE DEPARTMENT, INC.

By: TG Sand, feer Volunteer Fire Chief Printed or typed name	Signature	
By: Del Pace President of VFD Printed or typed name	Signature	
By: Allena Welson Treasurer of VFD Printed or typed name	Signature N	
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$		
Signed and acknowledged before me by		_, for the
purposes herein expressed, on this the	_day of, 20	·
	Notary Public, State of Texas	
THE STATE OF TEXAS \$ COUNTY OF HOPKINS \$		
Signed and acknowledged before me by		_, for the
purposes herein expressed, on this the	_day of, 20	<u></u> .
	Notary Public, State of Texas	

THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me by purposes herein expressed, on this the		
WORKING COUNTY TEVAS	Notary Public, State of Texas	3
HOPKINS COUNTY, TEXAS		
By: Robert Newsom, County Judge	Fo-	
THE STATE OF TEXAS §		
COUNTY OF HOPKINS §		
Signed and acknowledged before me	by hobert Newson, for	or the purposes
wherein expressed, on this the day	of JUNE,	20 <u>25</u> .
ATTEST: Tracy Smith, County Clerk Hopkins County, Texas	TE+20 COMMISS	

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

I understand that as a member of			
with said Volunteer Fire Department.			
As a member of	, I pledge the following:		
 I will conduct myself, on and off duty, in a manner that refin general and avoid behaviors that damage or could damage my department. 	the good reputation, morale or efficient operation of		
 I will be truthful and honest in all dealings with my departing There is an expectation that dishonest acts will not 			
 It is not appropriate to use my department or my state preference, advantage or advancement. 			
 Recognizing that I serve in a position of public trust that indepartment owned resources, I will never misuse or misapproper in the Recognizing that my position requires professionalism, or my duties and use of information, confidential or otherwinformation only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, or or are enhanced by my official position or have the potential I will not engage in activities involving alcohol or substated others while performing my duties as a firefighter, first responsion of the profession of the profession of the performance of their duties and are expected under the most trying of circumstances. I will not harass, in service, members of my department, public officials or the department will not tolerate such behaviors by its members. 	opriate department funds, resources or property. Ompetence, respect and loyalty in the performance of ise, gained by virtue of my position, I will use such utside business interests or activities that conflict with to create the perception of impropriety. Increading the perception of impropriety of inder, care provider and or a member of my department. Increading any marital status, national origin, ancestry, or the performance of my duties. Members shall be it to exercise the utmost patience and discretion even the public at large. There is an expectation that my		
It being essential for	, including its individual members,		
to be held in the highest regard for honesty, character and behavior, crimes of moral turpitude, and shall refrain from p	d integrity, I shall refrain from any violent or criminal publicly associating with known criminals.		
Member Name - Print			
Signature	Date		

VFD Initials: 765 County Initials:

Hopkins County Volunteer Criminal Background Assessment

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
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VFD Initials: 765
County Initials:

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HOPKINS §
WHEREAS, theBRINKERVolunteer Fire Department, Inc.
(the VFD), being a Texas non-profit corporation, shall provide fire protection and/or
emergency service to an area within Hopkins County, Texas, which is located outside
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WHEREAS, pursuant to section 352.001 of the Texas Local Government Code,
Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may
furnish fire protection to the residents of the County located outside the municipalities, and
WHEREAS, the VFD and the Hopkins County Fire Department, (a department
organized under the Hopkins County Commissioners Court), desire to enter into an agreement,
pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of
the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County
Fire Department and Volunteer Fire Departments may jointly provide fire protection for
portions of Hopkins County, Texas, located outside municipalities.
NOW, THEREFORE, this Agreement is made and entered into this the day of
, 20_2, by and between the VFD and the County, each existing under the
laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the
VFD and the County agree as follows:
1. The VFD agrees to provide fire protection and emergency service to an area of
Hopkins County, Texas, which lies outside any municipality.
PAGE 1 OF 11 VFD Initials: Bro

County Initials: Kt D

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 \$ 1,001.88 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
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IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
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the location where each service is rendered.

The VFD shall have an Independent Auditor perform an annual financial report

documenting all income and expenditures of all department funds to be paid for by the VFD.

8. The VFD shall submit an annual affidavit signed by three (3) unrelated

department members, stating that each member has reviewed the finances and account

balances, and finds no discrepancies.

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time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the

required documentation by the date agreed upon in this Agreement, the Hopkins County

Auditor may at her discretion grant an additional time up to 45 days from the last day in

September in which the VFD is to provide the required documentation. Any further extension

of time for providing the required documentation shall require the approval of the

Commissioners Court.

10. The Hopkins County Auditor shall review the financial records of the VFD to

determine the accuracy and validity of the Annual Report regarding all volunteer department

funds.

11. The Hopkins County Auditor shall receive from each VFD an updated copy of

the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).

12. Any failure to submit the required documentation will jeopardize future funding

to the VFD by the County. Failure to submit reports by the specified date as required by this

Agreement or as required by a pre-approved extension request shall result in a hold of the

VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	BRINKER
	VOLUNTEER FIRE DEPARTMENT, INC:
Robert Newsom, County Judge	
Hopkins County, Texas	
P.O. Box 288	
Sulphur Springs, Texas 75483	

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN DUPLICATE, this	s day,	20, as	duly
authorized by the VFD and the Commission	ers Court of Hopkins County, To	exas.	

BRINKER VOLUNTEER FIRE DEPARTMENT, INC.

By: Volunteer Fire Chief Printed or typed name By: Carl Nix President of VFD Printed or typed name By: Man Mal Treasurer of VFD Printed or typed name	Signature Signature Signature	
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$		
Signed and acknowledged before me by		for the
purposes herein expressed, on this the	day of, 20	_•
	Notary Public, State of Texas	
THE STATE OF TEXAS §		
COUNTY OF HOPKINS §		
Signed and acknowledged before me by	,	for the
purposes herein expressed, on this the	_day of, 20	_•
	Notary Public, State of Texas	

VFD Initials: BFD County Initials:

THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me be	py	, for the	
purposes herein expressed, on this the	day of	, 20	
	Notary Public, State of Te	xas	
HOPKINS COUNTY, TEXAS			
By: Robert Newsom, County Judge			
THE STATE OF TEXAS §			
COUNTY OF HOPKINS §	0 10 1.5		
Signed and acknowledged before me by			
wherein expressed, on this the 104 day	y of OUIL	, 20	
ATTEST: Tracy Smith, County Clerk Hopkins County, Texas	SAS COMMISSION OF THE PARTY OF		

VFD Initials: BED County Initials:

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

I understand that as a member of			
As a member of	, I pledge the following:		
• I will conduct myself, on and off duty, in a manner that reflet in general and avoid behaviors that damage or could damage my department.			
• I will be truthful and honest in all dealings with my department integrity. There is an expectation that dishonest acts will not be	e tolerated.		
 It is not appropriate to use my department or my status preference, advantage or advancement. Recognizing that I serve in a position of public trust that redepartment owned resources, I will never misuse or misapprofunces. Recognizing that my position requires professionalism, commy duties and use of information, confidential or otherwise information only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, our or are enhanced by my official position or have the potential to I will not engage in activities involving alcohol or substant others while performing my duties as a firefighter, first respondent in the performinate on the basis of race, religion, color, gender, sexual preference, medical condition or handicap. I will be courteous, considerate and civil to all persons duritactful in the performance of their duties and are expected under the most trying of circumstances. I will not harass, intimate service, members of my department, public officials or the department will not tolerate such behaviors by its members of the department will not tolerate such behaviors by its members or 	quires stewardship in the honest and efficient use of priate department funds, resources or property. Inpetence, respect and loyalty in the performance of e, gained by virtue of my position, I will use such aside business interests or activities that conflict with the create the perception of impropriety. It is abuse that impairs or compromises the safety of er, care provider and or a member of my department. In creed, age, marital status, national origin, ancestry, and the performance of my duties. Members shall be no exercise the utmost patience and discretion even midate, bully, or threaten fellow members of the fire public at large. There is an expectation that my		
It being essential for	integrity, I shall refrain from any violent or criminal		
Member Name - Print			
Signature	Date		

VFD Initials:

County Initials:

Hopkins County Volunteer Criminal Background Assessment

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials:
County Initials:

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS COUNTY OF HOPKINS TIRA Volunteer Fire Department, Inc. WHEREAS, the (the VFD), being a Texas non-profit corporation, shall provide fire protection and/or emergency service to an area within Hopkins County, Texas, which is located outside municipalities, and WHEREAS, pursuant to section 352.001 of the Texas Local Government Code, Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may furnish fire protection to the residents of the County located outside the municipalities, and WHEREAS, the VFD and the Hopkins County Fire Department, (a department organized under the Hopkins County Commissioners Court), desire to enter into an agreement, pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County Fire Department and Volunteer Fire Departments may jointly provide fire protection for portions of Hopkins County, Texas, located outside municipalities. NOW, THEREFORE, this Agreement is made and entered into this the _____ day of , 20 25, by and between the VFD and the County, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the VFD and the County agree as follows: The VFD agrees to provide fire protection and emergency service to an area of 1. Hopkins County, Texas, which lies outside any municipality. VFD Initials: County Initials: PAGE 1 OF 11

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 626.18 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- 4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials: County Initials:

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
- 10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.
- 11. The Hopkins County Auditor shall receive from each VFD an updated copy of the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).
- 12. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request <u>shall</u> result in a hold of the VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

VFD Initials: CA County Initials: to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

VFD Initials:

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

VFD Initials: CA.
County Initials:

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	TIRA
	VOLUNTEER FIRE DEPARTMENT, INC:
Robert Newsom, County Judge	
Hopkins County, Texas	
P.O. Box 288	
Sulphur Springs, Texas 75483	

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials: County Initials:

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN DUPLICATE, this	_ day, 20, as	duly
authorized by the VFD and the Commissioners Co	urt of Hopkins County, Texas.	

VFD Initials: County Initials:

TIRA VOLUNTEER FIRE DEPARTMENT, INC.

By: Looper Adams Volunteer Fire Chief Printed or typed name By: Alph Joslin City of Tira Printed or typed name	Signature Signature
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me by purposes herein expressed, on this the	
THE STATE OF TEXAS §	Notary Public, State of Texas
COUNTY OF HOPKINS § Signed and acknowledged before me by	, for the
ANGELA PRICE NOTARY PUBLIC STATE OF TEXAS ID # 132356528 My Comm. Expires 02-12-2028 THE STATE OF TEXAS §	
COUNTY OF HOPKINS § Page 8 of 11	VFD Initials: <u>(A</u>
	County Initials:

Signed and acknowledged before me by		_, for the
purposes herein expressed, on this the day	of, 20	·
	N. A. D. I.I. Character of Tours	
	Notary Public, State of Texas	
HOPKINS COUNTY, TEXAS		
By: Robert Newsom, County Judge	f	
THE STATE OF TEXAS §		
COUNTY OF HOPKINS §	0 1 1 1	
Signed and acknowledged before me by	HOOLT NEWSM, for the p	ourposes
wherein expressed, on this the day of	June , 20 25	<u>)</u> .
ATTEST:	Nulling State of the State of t	
Tracy Smith, County Clerk Hopkins County, Texas	S COMMISSION	
Hopkins County Volunteer Fire D		
I understand that as a member of	Cal behavior and integrity. In so doing,	nsibility to I will help
PAGE 9 OF 11	VFD Initia	
	County Initia	ais:

foster a continuing positive public perception of the fire service. I understand that failing to abide by this Code of Conduct may result in disciplinary action as deemed necessary by my department. Disciplinary action may include but is not limited to suspension or the termination of my membership with said Volunteer Fire Department.

As a member of Tira VFD , I pledge the following:

- I will conduct myself, on and off duty, in a manner that reflects positively on me, my department, the fire service in general and avoid behaviors that damage or could damage the good reputation, morale or efficient operation of my department.
- I will be truthful and honest in all dealings with my department and the fire service that may compromise their integrity. There is an expectation that dishonest acts will not be tolerated.
- It is not appropriate to use my department or my status within to seek or obtain influence, personal gain, preference, advantage or advancement.
- Recognizing that I serve in a position of public trust that requires stewardship in the honest and efficient use of department owned resources, I will never misuse or misappropriate department funds, resources or property.
- Recognizing that my position requires professionalism, competence, respect and loyalty in the performance of my duties and use of information, confidential or otherwise, gained by virtue of my position, I will use such information only to benefit those I am entrusted to serve.
- I will avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- I will not engage in activities involving alcohol or substance abuse that impairs or compromises the safety of others while performing my duties as a firefighter, first responder, care provider and or a member of my department.
- I will not discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- I will be courteous, considerate and civil to all persons during the performance of my duties. Members shall be tactful in the performance of their duties and are expected to exercise the utmost patience and discretion even under the most trying of circumstances. I will not harass, intimidate, bully, or threaten fellow members of the fire service, members of my department, public officials or the public at large. There is an expectation that my department will not tolerate such behaviors by its members or others.

•	t being essential for, including its individual members,
[name of department]	
to	e held in the highest regard for honesty, character and integrity, I shall refrain from any violent or criminal
be	avior, crimes of moral turpitude, and shall refrain from publicly associating with known criminals.

Mambar Nama Drint

/ ... H

nature

5-23-25

Date

Hopkins County Volunteer Criminal Background Assessment

VFD Initials: County Initials:

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials: CA
County Initials:

LOGON:

SuccessFactors Learning

SAP SuccessFactors

Congratulations you have successfully created an account. Please keep this page containing your User ID. You will also receive an email containing your User ID and link to log on.

User ID:

LPM41

Logon to NFA Online Systems :

https://auth-hcm03.ns2cloud.com/secureauth9/

ALL STUDENTS PLEASE READ BEFORE YOU

Print

Ok

1. Following registration you MUST wait one hour before attempting to logon to the system!

2. Your User Id is case sensitive. Your initials in your User Id MUST be in all CAPS when you logon!

2025 FIRE PROTECTION AGREEMENT

VFD Initials: CFO County Initials:

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 \$ 814.03 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- 4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

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- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials: CED County Initials: the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
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VFD Initials: CEA County Initials: RN to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

VFD Initials: Chr

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	SULPHUR BLUFF	
	VOLUNTEER FIRE DEPARTMENT, INC:	
Robert Newsom, County Judge Hopkins County, Texas P.O. Box 288 Sulphur Springs Texas 75483	PO Box 35 Sulphur Bluff, TX 75481	

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- 20. Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials: Cross
County Initials:

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN DUPLICATE, this ____ day _______, 20____, as duly authorized by the VFD and the Commissioners Court of Hopkins County, Texas.

SULPHUR BLUFF VOLUNTEER FIRE DEPARTMENT, INC.

By: Chris Bessham Volunteer Fire Chief Printed or typed name	Signature
By: Dew PAtkinson President of VFD Printed or typed name	Don Pattern Signature
By: James K. Bassham Treasurer of VFD Printed or typed name	James K. Bassham Signature
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$	
Signed and acknowledged before me by	Chiis Besshom, for the
purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed, to this the 23rd of the purposes herein expressed in the purpose herein expressed in	Notary Public, State of Texas
Signed and acknowledged before me by	Don Potterson , for the
purposes herein expressed, on this the CAN CAN CAN CONTRACT OF THE TOTAL PURPOSES OF THE	day of Notary Public, State of Texas
PAGE 8 OF 11	VFD Initials: CED County Initials:

THE STATE OF TEXAS	§		
COUNTY OF HOPKINS	§ §		
Signed and acknowle	dged before me by	mes k Bossham	, for the
purposes herein expressed, o	n this the 23rd day of	May , 20'	25.
CAN CHANGE OF TEXTS TANGES 02-17	No.	otary Public, State of Texas	
HOPKINS COUNT	Y, TEXAS		
By: Robert Newsom,	County Judge		
THE STATE OF TEXAS	§		
COUNTY OF HOPKINS Signed and acknowl	§ §	Robert Newson, for the	e purposes
		Jun , 20 .	
ATTEST:			
Tracy Smith, County Clerk Hopkins County, Texas	HIMINIAN CONTY, 76-7 PORTINIAN CONTY, 76-7 P		

Hopkins County Volunteer Fire Department – Code of Conduct

I understand that as a member of Sulphul Blut VFD, I have the responsibility to				
conduct myself in a manner that reflects proper ethical behavior and integrity. In so doing, I will help				
foster a continuing positive public perception of the fire service. I understand that failing to abide by				
this Code of Conduct may result in disciplinary action as deemed necessary by my department.				
Disciplinary action may include but is not limited to suspension or the termination of my membership				
with said Volunteer Fire Department.				
3-000000				
As a member of Sulphur Blutt VFD , I pledge the following:				
• I will conduct myself, on and off duty, in a manner that reflects positively on me, my department, the fire service				
in general and avoid behaviors that damage or could damage the good reputation, morale or efficient operation of				
my department.				
• I will be truthful and honest in all dealings with my department and the fire service that may compromise their				
integrity. There is an expectation that dishonest acts will not be tolerated.				
 It is not appropriate to use my department or my status within to seek or obtain influence, personal gain, 				
preference, advantage or advancement.				
• Recognizing that I serve in a position of public trust that requires stewardship in the honest and efficient use of				
department owned resources, I will never misuse or misappropriate department funds, resources or property.				
 Recognizing that my position requires professionalism, competence, respect and loyalty in the performance of 				
my duties and use of information, confidential or otherwise, gained by virtue of my position, I will use such				
information only to benefit those I am entrusted to serve.				
 I will avoid financial investments, outside employment, outside business interests or activities that conflict with 				
or are enhanced by my official position or have the potential to create the perception of impropriety.				
 I will not engage in activities involving alcohol or substance abuse that impairs or compromises the safety of 				
others while performing my duties as a firefighter, first responder, care provider and or a member of my department.				
 I will not discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, 				
gender, sexual preference, medical condition or handicap.				
 I will be courteous, considerate and civil to all persons during the performance of my duties. Members shall be 				
tactful in the performance of their duties and are expected to exercise the utmost patience and discretion even				
under the most trying of circumstances. I will not harass, intimidate, bully, or threaten fellow members of the fire				
service, members of my department, public officials or the public at large. There is an expectation that my				
department will not tolerate such behaviors by its members or others.				
department will not tolerate such behaviors by its members of others.				
• It being essential for Sulphur Bluff VFD, including its individual members,				
[name of department]				
to be held in the highest regard for honesty, character and integrity, I shall refrain from any violent or criminal				
behavior, crimes of moral turpitude, and shall refrain from publicly associating with known criminals.				
Chris Bosshom				
Member Name - Print				
/V/ 17, 5-22.25				
1 1 Med				
Signature Date				

VFD Initials: CCCO
County Initials:

PAGE 10 OF 11

Hopkins County Volunteer Criminal Background Assessment

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials: CF.B County Initials:

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HOPKINS §
WHEREAS, the Volunteer Fire Department, Inc.
(the VFD), being a Texas non-profit corporation, shall provide fire protection and/or
emergency service to an area within Hopkins County, Texas, which is located outside
municipalities, and
WHEREAS, pursuant to section 352.001 of the Texas Local Government Code,
Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may
furnish fire protection to the residents of the County located outside the municipalities, and
WHEREAS, the VFD and the Hopkins County Fire Department, (a department
organized under the Hopkins County Commissioners Court), desire to enter into an agreement,
pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of
the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County
Fire Department and Volunteer Fire Departments may jointly provide fire protection for
portions of Hopkins County, Texas, located outside municipalities.
NOW, THEREFORE, this Agreement is made and entered into this the day of
, 20, by and between the VFD and the County, each existing under the
laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the
VFD and the County agree as follows:
1. The VFD agrees to provide fire protection and emergency service to an area of
Hopkins County, Texas, which lies outside any municipality.
PAGE 1 OF 11 VFD Initials: County Initials:

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 1,001.88 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials:

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
- 10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.
- 11. The Hopkins County Auditor shall receive from each VFD an updated copy of the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).
- 12. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request <u>shall</u> result in a hold of the VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

VFD Initials:
County Initials:

to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment will be in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

VFD Initials:

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

VFD Initials:

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	CUMBY
	VOLUNTEER FIRE DEPARTMENT, INC:
Robert Newsom, County Judge	
Hopkins County, Texas	
P.O. Box 288	
Sulphur Springs, Texas 75483	

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials:
County Initials:

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED IN	DUPLICATE,	this	day	_, 20,	as	duly
authorized by the VFD an	d the Commiss	ioners Cou	rt of Hopkins County,	Γexas.		

CUMBY VOLUNTEER FIRE DEPARTMENT, INC.

By: Hath M Crew Volunteer Fire Chief Printed or typed name	Signature
By: Heath Meraw President of VFD Printed or typed name	Signature
By: Ruben Saranosa Treasurer of VFD Printed or typed name	Signature
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$ Signed and acknowledged before me by	Heath McCraw, for the
purposes herein expressed, on this the	day of May , 2025.
TIESHA TISHA WADY Notary Public, State of Texas Comm. Expires 11-06-2027 Notary ID 134634528	Notary Public, State of Texas
THE STATE OF TEXAS §	
COUNTY OF HOPKINS § Signed and acknowledged before me by	Ruben Saragosa, for the day of May, 2025.
purposes nerem expresses, en une une	
TIESHA TISHA WADY Notary Public, State of Texas Comm. Expires 11-06-2027 Notary ID 134634528	Notary Public, State of Texas
PAGE 8 OF 11	VFD Initials:

THE STATE OF TEXAS §		
THE STATE OF TEXAS § COUNTY OF HOPKINS §		
Signed and acknowledged before me by	, for the	e
purposes herein expressed, on this the	_day of, 20	
	Notary Public, State of Texas	-
HOPKINS COUNTY, TEXAS		
By: Robert Newsom, County Judge	>	
THE STATE OF TEXAS § COUNTY OF HOPKINS §		
Signed and acknowledged before me wherein expressed, on this the day of	by Robert Newson, for the purposes of June, 20, 25.	
Tracy Smith County Clerk Hopkins County, Texas	OU. S. HOPAT	

PAGE 9 OF 11

VFD Initials:
County Initials:

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

I understand that as a member of, I have the responsibility to conduct myself in a manner that reflects proper ethical behavior and integrity. In so doing, I will help foster a continuing positive public perception of the fire service. I understand that failing to abide by this Code of Conduct may result in disciplinary action as deemed necessary by my department. Disciplinary action may include but is not limited to suspension or the termination of my membership with said Volunteer Fire Department. As a member of, I pledge the following:				
As a member of				
I will conduct myself, on and off duty, in a manner that reflects point general and avoid behaviors that damage or could damage the go my department.	od reputation, morale or efficient operation of			
I will be truthful and honest in all dealings with my department a interest. There is an expectation that dishenest acts will not be tole				
 integrity. There is an expectation that dishonest acts will not be tole It is not appropriate to use my department or my status with preference, advantage or advancement. 	in to seek or obtain influence, personal gain,			
 Recognizing that I serve in a position of public trust that requires department owned resources, I will never misuse or misappropriate Recognizing that my position requires professionalism, competer my duties and use of information, confidential or otherwise, gain information only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, outside to are enhanced by my official position or have the potential to create. I will not engage in activities involving alcohol or substance about the swhile performing my duties as a firefighter, first responder, can be used in the service of th	department funds, resources or property. Ince, respect and loyalty in the performance of med by virtue of my position, I will use such susiness interests or activities that conflict with the tente perception of impropriety. It is that impairs or compromises the safety of the provider and or a member of my department. It, age, marital status, national origin, ancestry, the performance of my duties. Members shall be precise the utmost patience and discretion even the percentage. There is an expectation that my members.			
It being essential for	, including its individual members,			
to be held in the highest regard for honesty, character and integribehavior, crimes of moral turpitude, and shall refrain from publicly a	associating with known criminals.			
Member Name - Print				
Signature	Date			
PAGE 10 OF 11	VFD Initials: County Initials:			

Hopkins County Volunteer Criminal Background Assessment

- Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials:

County Initials:

NUMBER	PERSONNEL	RANK
1105	JIMMY EVANS	FIREFIGHTER
1106	HEATH MCCRAW	CHIEF
1126	MONTY LACKEY	FIREFIGHTER
1121	DUSTIN MILLER	FIREFIGHTER
1104	RUBEN SARAGOSA	TREASURER
1153	DAVID WEATHERBEE	ASS. CHIEF
1110	JORDAN STRICKLAND	FIREFIGHTER/PARAMEDIC
1148	BRADLEY CAUDLE	FIREFIGHTER/EMT
1146	BRYAN CAUDLE	FIREFIGHTER/EMT
1149	RODNEY CAUDLE	CAPTAIN/CHAPLAIN
1123	RYAN HORNE	FIREFIGHTER
1124	COLTON MCDONALD	SECRETARY
1147	RUSSELL LESTER	FIREFIGHTER
1135	TREY LESTER	FIREFIGHTER
1141	BRENNAN KEARNS	FIREFIGHTER/EMT
1132	DALTON STEWARD	FIREFIGHTER
1137	DJ LACKEY	FIREFIGHTER/EMT
1107	NICHOLAS LAMERS	FIREFIGHTER
	FUTURE 1	
	FUTURE 2	
	FUTURE 3	
	FUTURE 4	-
	FUTURE 5	
	FUTURE 6	
	FUTURE 7	

APPARATUS		
ENGINE-11	2024 Class A pumper, Freighliner	
RESCUE-11	2013 Ford F250	
BRUSH-11	2000 Ford F450	
ATTACK-11	2010 Ford F450	
BRUSH-111 (BRASHEAR)	2021 Dodge 2500	
ENGINE-111(BRASHEAR)	2007 Class A Pumper, International	
FUTURE 1		
FUTURE 2	7	

2025 FIRE PROTECTION AGREEMENT

THE STATE OF TEXAS COUNTY OF HOPKINS ARBALA Volunteer Fire Department, Inc. WHEREAS, the (the VFD), being a Texas non-profit corporation, shall provide fire protection and/or emergency service to an area within Hopkins County, Texas, which is located outside municipalities, and WHEREAS, pursuant to section 352.001 of the Texas Local Government Code, Hopkins County, Texas, (the County), being a political subdivision of the State of Texas, may furnish fire protection to the residents of the County located outside the municipalities, and WHEREAS, the VFD and the Hopkins County Fire Department, (a department organized under the Hopkins County Commissioners Court), desire to enter into an agreement, pursuant to Section 352.001(c) of the Texas Local Government Code and Section 78.001 of the Texas Civil Practice and Remedies Code, as applicable, in order that the Hopkins County Fire Department and Volunteer Fire Departments may jointly provide fire protection for portions of Hopkins County, Texas, located outside municipalities. NOW, THEREFORE, this Agreement is made and entered into this the 13 day of Dunt, 2025 by and between the VFD and the County, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the VFD and the County agree as follows: The VFD agrees to provide fire protection and emergency service to an area of 1. Hopkins County, Texas, which lies outside any municipality. VFD Initials: PF County Initials: PAGE 1 OF 11

- For and in consideration of such services to be provided to the County and its citizens through and under this Agreement with the VFD, the County agrees to pay the VFD
 \$ 814.03 per month for such firefighting services.
- 3. In addition, the County agrees to pay costs of fuel for firefighting apparatus while in County use. In order to receive any payments from the County, the VFD must provide proof of proper purchase of said fuel. The VFD must provide and maintain a Form W-9 per IRS Guidelines to the County Auditor.
- 4. Hopkins County also agrees to carry Workers Compensation Insurance for the volunteer fire fighters.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- 5. The Hopkins County Fire Marshal may recommend that the Commissioners Court assist the VFD with other financial matters that impact the citizens of Hopkins County as it pertains to fire protection. Such matters may include but are in no way limited to the following: maintenance, equipment and/or other matters or issues acceptable by law. All such assistance, whether listed as other, extra, or additional help which is not clearly outlined in this Agreement is subject to final review and approval of the Hopkins County Commissioners Court.
- 6. Dispatching of emergency and non-emergency incidents will be handled by the dispatch office at the Hopkins County Sheriff's Office. The VFD shall furnish copies of the Standard Operating Guidelines for each department with the Hopkins County Auditor. The VFD, with the assistance of Hopkins County Sheriff Office dispatch, shall keep records of all responses to firefighting calls. Such records shall reflect, among other things, the type and number of calls to which the department responds, the length of time spent on each call, and

VFD Initials: RFC County Initials:

the location where each service is rendered.

- 7. The VFD shall have an Independent Auditor perform an annual financial report documenting all income and expenditures of all department funds to be paid for by the VFD.
- 8. The VFD shall submit an annual affidavit signed by three (3) unrelated department members, stating that each member has reviewed the finances and account balances, and finds no discrepancies.
- 9. The Annual Audit Reports shall be submitted to the Hopkins County Auditor by the last day of September each year. If the VFD submits a written request for an extension of time to the Hopkins County Auditor stating good cause why the VFD is unable to provide the required documentation by the date agreed upon in this Agreement, the Hopkins County Auditor may at her discretion grant an additional time up to 45 days from the last day in September in which the VFD is to provide the required documentation. Any further extension of time for providing the required documentation shall require the approval of the Commissioners Court.
- 10. The Hopkins County Auditor shall review the financial records of the VFD to determine the accuracy and validity of the Annual Report regarding all volunteer department funds.
- 11. The Hopkins County Auditor shall receive from each VFD an updated copy of the VFD Bylaws, proof of incorporation, and tax exempt status under IRS 501(c)(3).
- 12. Any failure to submit the required documentation will jeopardize future funding to the VFD by the County. Failure to submit reports by the specified date as required by this Agreement or as required by a pre-approved extension request <u>shall</u> result in a hold of the VFD's agreed upon funds until the required documentation is submitted. Should the VFD fail

VFD Initials: County Initials:

to submit the required documentation for a period of longer than (1) 60 days from the last day in September, (2) the last approved date by the Auditor or (3) the last approved date by the Commissioners Court, whichever date is longer, the VFD shall be in material breach of this Agreement and all funds being held from payment to the VFD will be forfeited by the VFD as liquidated damages and will be credited to the Hopkins County VFD's Fund Line Item in the Hopkins County Annual Budget.

- 13. The VFD payments are in part based on the VFD's number and types of apparatuses in service. The VFD shall maintain its fire fighting vehicles and equipment such that the vehicles and equipment are in good working order at all times. The County shall be entitled to inspect said vehicles and equipment at all reasonable times. The County will assist the VFD with testing of fire apparatus. Due to public safety, all VFD fire vehicles shall have Global Positioning Systems (GPS) installed. The GPS system must be operable at all times on every vehicle. Maintenance of the GPS units shall be by Hopkins County.
- 14. Sufficient insurance in an amount at least equal to the maximum statutory liability of the County under the Texas Tort Claims Act shall be maintained on all vehicles used in the service of the County and the County shall be included as an additional insured on all such policies. All vehicles or equipment insured with funds from the County will be maintained for official use: parades, community events, training and emergency response only. No vehicles or equipment may be used for private work or for the benefit of an individual(s) or group on personal property or for personal gain or incentive. Each time vehicles and/or equipment is used, the VFD shall relay to dispatch that (1) the vehicle and/or equipment will be out of the station, (2) the vehicle and/or equipment is in route to a specific location, and (3) the purpose for which the vehicle and/or equipment is in use. The County agrees to

VFD Initials:

compensate the VFD for insurance coverage for fire fighting vehicles used in the service of the County. In addition, the VFD agrees to adopt and honor the Rules and Guidelines of Texas Transportation Code, Section 546.

- 15. Before purchasing any vehicles, equipment and/or apparatuses that may be insured by Hopkins County, the VFD shall contact the Hopkins County Fire Marshal. All departments desiring a new vehicle, equipment and/or apparatus insured by the County shall be required to first submit written documentation as to (1) why the new vehicle, equipment and/or apparatus is required by the VFD, (2) how the new vehicle, equipment and/or apparatus will benefit the taxpayers of the County, (3) what impact the new vehicle, equipment and/or apparatus will have on the VFD's response area, and 4) what benefits the new vehicle, equipment and/or apparatus will provide to surrounding departments.
- 16. All fire response areas and districts shall be approved by the Hopkins County Commissioners Court based on the review and recommendation of the Hopkins County Fire Marshal. The VFD shall participate in the fire dispatch protocol within Hopkins County. Each department in Hopkins County is responsible for making first alarm responses to fire or other emergencies within their District. No department shall respond out of its District unless dispatched. If there is a deliberate violation of the fire dispatch protocol (such as self-dispatching), the VFD can be found in violation of this contract, County funds withheld, and/or the contract being terminated.
- 17. This Agreement shall continue in full force and effect for a period of one year and shall automatically renew for an annual term on each anniversary of the Agreement thereafter until the said Agreement between the VFD and the County is terminated by written notice delivered by the terminating party to the other party by certified mail, at least ninety

VFD Initials:

(90) days prior to the end of the term of this Agreement or the renewal thereof, as follows:

HOPKINS COUNTY:	ARBALA		
	VOLUNTEER FIRE DEPARTMENT, INC:		
Robert Newsom, County Judge			
Hopkins County, Texas			
P.O. Box 288			
Sulphur Springs, Texas 75483			

- 18. The obligations of the VFD and the County under this Agreement shall continue until the end of the term specified herein or any renewal thereof. The station chief of the VFD shall report any issues or complaints in <u>by email</u> to the Hopkins County Judge for submission to the Commissioners Court.
- 19. The VFD shall adopt and furnish a copy of NIMS compliance verification to the Hopkins County Fire Marshal. Each VFD shall insure all of its members meet the NIMS certification requirements outlined by the State of Texas.
- 20. Code of conduct must be signed by all individual volunteers: See attached exhibit.
- 21. The VFD shall submit a current roster and a current vehicle and equipment list at the time of execution of this Agreement. The VFD's vehicle and equipment list shall include the type, year model of vehicle, VIN number and equipment located on each vehicle. The VFD's vehicle and equipment list shall also include the type and cost of insurance coverage.
- 22. The VFD shall submit a list of all documented items, i.e. serial number(s) and item(s) received through funding by the State Homeland Security Program (SHSP). The VFD shall submit an affidavit signed by each member possessing a County radio stating (1) he/she is a current member of the VFD, (2) he/she will care for and maintain the issued radio, and

VFD Initials: County Initials:

- (3) he/she will use the radio only for official VFD business, calls and training.
- 23. After the date of this Agreement, all volunteer firefighters will have a criminal background check paid for by the County. All new firefighters thereafter shall have a criminal background check before admittance into the Volunteer Fire Department. Attached hereto is the Criteria for Acceptance as a volunteer firefighter Hopkins County Volunteer Criminal Background Assessment.
- 24. After the date of this Agreement, any new firefighter with the VFD shall meet in person with the Hopkins County Fire Marshal or his designee for the issuance of a County radio. Each new firefighter for the VFD must present a written letter signed by the Station Fire Chief verifying that the individual is a volunteer firefighter with the VFD and is approved for issuance of County equipment on behalf of the VFD under the terms of this Agreement.
- 25. For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace. Hopkins County recognizes the importance of social media. However, use of social media by volunteers may become a problem if it is used to harass supervisors, other firefighters, Hopkins County officials and employees or citizens; creates a hostile environment; or harms the goodwill and reputation of Hopkins County among the community at large. Hopkins County encourages volunteers to use social media within the parameters of these guideline and in a way that does not produce the adverse consequences mentioned above. Violation of these rules can result in County funds being withheld and/or termination of this contract.

EXECUTED	IN	DUPLICATE,	this	day		, 20,	as	duly
authorized by the V	FD a	and the Commiss	sioner	rs Court of	Hopkins County, T	exas.		

ARBALA VOLUNTEER FIRE DEPARTMENT, INC.

By: Rich Fairchild Volunteer Fire Chief Printed or typed name	Signature
By: Brisident of VFD Printed or typed name	Signature
By: Treasurer of VFD Printed or typed name	Signature
THE STATE OF TEXAS \$ \$ COUNTY OF HOPKINS \$	
Signed and acknowledged before me by purposes herein expressed, on this the	`
NIKKI HURLEY Notary Public State of Texas ID # 128920202 My Comm. Expires 03-14-2028	Notary Public, State of Texas
THE STATE OF TEXAS \$ COUNTY OF HOPKINS \$	
Signed and acknowledged before me by	1
NIKKI HURLEY Notary Public State of Texas ID # 128920202 My Comm. Expires 03-14-2028	Notary Public, State of Texas

THE STATE OF TEXAS § §
COUNTY OF HOPKINS §
Signed and acknowledged before me by Bhan Fairchild, for the purposes herein expressed, on this the B day of June, 2025.
Nikki Hurley Notary Public State of Texas ID # 128920202 My Comm. Expires 03-14-2028 Notary Public, State of Texas
HOPKINS COUNTY, TEXAS
By: Robert Newsom, County Judge
THE STATE OF TEXAS § COUNTY OF HOPKINS §
A
Signed and acknowledged before me by
wherein expressed, on this the 13th day of Quill , 2015.
- -
ATTEST:
Tracy Smith, County Clerk Hopkins County, Texas

Manufall VINO

<u>Hopkins County Volunteer Fire Department – Code of Conduct</u>

I understand that as a member of, I have the responsibility to conduct myself in a manner that reflects proper ethical behavior and integrity. In so doing, I will help foster a continuing positive public perception of the fire service. I understand that failing to abide by this Code of Conduct may result in disciplinary action as deemed necessary by my department. Disciplinary action may include but is not limited to suspension or the termination of my membership with said Volunteer Fire Department.				
As a member of	, I pledge the following:			
 I will conduct myself, on and off duty, in a manner that reflecting general and avoid behaviors that damage or could damage themy department. 				
 I will be truthful and honest in all dealings with my department integrity. There is an expectation that dishonest acts will not be 				
 It is not appropriate to use my department or my status preference, advantage or advancement. Recognizing that I serve in a position of public trust that required department owned resources, I will never misuse or misapproprious Recognizing that my position requires professionalism, company duties and use of information, confidential or otherwise, information only to benefit those I am entrusted to serve. I will avoid financial investments, outside employment, outside are enhanced by my official position or have the potential to a serve of a will not engage in activities involving alcohol or substance others while performing my duties as a firefighter, first responder. I will not discriminate on the basis of race, religion, color, or gender, sexual preference, medical condition or handicap. I will be courteous, considerate and civil to all persons during tactful in the performance of their duties and are expected to under the most trying of circumstances. I will not harass, intimiservice, members of my department, public officials or the programment will not tolerate such behaviors by its members or considerate. 	within to seek or obtain influence, personal gain, uires stewardship in the honest and efficient use of iate department funds, resources or property. Detence, respect and loyalty in the performance of gained by virtue of my position, I will use such de business interests or activities that conflict with create the perception of impropriety. It is abuse that impairs or compromises the safety of read, age, marital status, national origin, ancestry, and the performance of my duties. Members shall be exercise the utmost patience and discretion even iddate, bully, or threaten fellow members of the fire public at large. There is an expectation that my			
It being essential for	, including its individual members,			
behavior, crimes of moral turpitude, and shall refrain from publ				
Member Name - Print				
Signature	Date			

Hopkins County Volunteer Criminal Background Assessment

- 1. Has not been convicted or on probation for a felony, is not currently charged with the commission of a felony, Class A or Class B misdemeanor, or equivalent offense, or an offense under Sec. 42.01 of the penal Code (Disorderly Conduct) or equivalent offense.
- 2. Is not a fugitive from justice for a felony, Class A or Class B misdemeanor, or equivalent offense.
- 3. Is not a chemically dependent person (a person with two convictions within the ten year period preceding the date of application for offenses (Class B or greater) involving the use of alcohol or a controlled substance is ineligible as a chemically dependent person.
- 4. In the five years preceding has not been convicted of a Class A or Class B misdemeanor, or equivalent offense, or an offense under Section 42.01 of the Penal Code (Disorderly Conduct) or equivalent offense.

VFD Initials: County Initials: