

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
DISTRICT TWO VOLUNTEER FIRE DEPARTMENT, INC.**

THIS AGREEMENT for the Funding of Fire Protection Service of District Two ("Agreement") is hereby effective **October 1, 2022**, by and between the **DISTRICT TWO VOLUNTEER FIRE DEPARTMENT, INC., BRAZOS COUNTY, TEXAS** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

RECITALS

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

AGREEMENT

SCOPE

1. Department shall provide fire protection services to any person who requests it within the confines of Precinct 2, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 3 and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.

2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.
3. Department will maintain fire fighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

PAYMENTS

4. County shall pay Department the sum of **\$29,000.00** upon execution of this Agreement ("Funds").
5. The County shall make all payments to Department for these services from current revenues.

TERM AND TERMINATION

6. This Agreement term shall be from October 1, 2022 and terminate at 12:00 a.m. (C.S.T.) on September 30, 2023. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

NOTICES

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

**Department: District Two Volunteer Fire Department, Inc, Brazos County Texas
894 N. FM 2038
Bryan, TX 77808**

**County: Brazos County Commissioners Court
200 South Texas Ave., Suite 310
Bryan, TX 77803**

DEFENSE OF CLAIMS

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a County resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

MISCELLANEOUS PROVISIONS

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.
12. This Agreement is for the benefit of the parties to the Agreement and does not confer any rights on any third parties.
13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.
15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different, or subsequent breach.

16. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

INFORMATION FURNISHED BY RECIPIENT

17. Department agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Department agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Department agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which Brazos County provided funds to the Department under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Department. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

District Two Volunteer Fire Department, Inc, Brazos County, Texas
Brazos County, Texas

By: 
Anthony Peterson, President

Date: 9-20-2022

Duane Peters, County Judge

Date: _____

ATTEST:

Karen McQueen, County Clerk

Legislative Certifications

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: District Two Volunteer Fire Department Inc.
Brazos County, Texas

Authorized Company Representative: Cotton O. Minstead

Address: 894 N. FM 2038

Bryan, TX 77808

Signature: Cotton O. Minstead

Date: 09-20-2022

Contract #: _____