

RESOLUTION NO. R-001-2000

No typed resolution. See minutes of 8/24/00.

APPROVE THE AGREEMENT WITH WIMBERLEY RURAL FIRE PREVENTION DISTRICT 31 TO PROVIDE FIRE PROTECTION TO THE VILLAGE OF WIMBERLEY AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

Alderman Tony McGee made a motion that the Council approve a resolution authorizing the Mayor to sign this agreement in its final form—as amended by the city and agreed to by the Fire District. Motion as seconded by Alderwoman Martha Knies and was approved 5 to 0.

FIRE PROTECTION AND RESCUE AGREEMENT

STATE OF TEXAS §

COUNTY OF HAYS §

WHEREAS, the WIMBERLEY RURAL FIRE PREVENTION DISTRICT, hereinafter referred to as "District, " was duly and legally formed on August 22, 1983; and

WHEREAS, the CITY OF WIMBERLEY, hereinafter referred to as "Wimberley," lies entirely within the boundaries of the District and was thereafter incorporated; and

WHEREAS, Wimberley has voted to become a city by majority vote and it is a portion of the District, a contract between the two entities becomes necessary in order to legally continue the 3¢ / \$100 advalorem tax now being currently collected by the District.

NOW, THEREFORE, in consideration of the mutual premises contained herein, the parties hereto contract, covenant and agree as follows:

Section 1. Purpose. Inasmuch as Wimberley does not have the personnel or firefighting equipment to protect property owners within the City from loss by fire, this contract is to establish guidelines and the limits of the protection that will be provided by the Fire District. This agreement supersedes and replaces any prior agreements between the Fire District and Wimberley; and further authorizes the Fire District and the Wimberley Volunteer Fire Department to act on behalf of Wimberley in a fire or rescue emergency.

Section 2. Fire Protection and Suppression. Through the Fire District's contracted agent, the Wimberley Volunteer Fire Department, the Fire District will respond to all fire, emergency and disaster calls, within Wimberley, that normally require fire-fighting equipment and trained personnel. Inasmuch as the Fire District and the Wimberley Volunteer Fire Department do not have a certified Hazardous Material Division, the Fire District will not respond to Haz-Mat emergencies other than for the protection of the people that may be threatened. Calls of this nature (Hazardous Materials) should be made to the 911 and it will make the appropriate calls to the responding authorities.

Section 3. Fire Codes. Wimberley will promptly provide the Fire District with a record of all fire codes, and amendments, adopted by Wimberley. Wimberley shall enforce such codes and advise the Fire District of variances and exceptions as they may develop.

Section 4. Volatile Materials. For the safety and protection of the firefighters responding to fire calls in Wimberley, the Fire District should be provided with a list of any

known chemicals, fuels, explosives, or compressed gas (chlorine, oxygen, and acetylene), and where they are stored, particularly with respect to commercial establishments or new construction. This requirement extends to hobbyists that load their own firearm shells. If there are any known substantial quantities of gunpowder or ammunition stored at any location, the Fire District shall be advised. Wimberley will post bulletins and publicize the need for the hazardous materials information to all residents and request they inform Wimberley of any such material.

Section 5. Equipment. The Fire District, during the past seventeen- (17) years, has provided the Wimberley Volunteer Fire Department with some excellent equipment and trucks capable of meeting most emergencies in their 135 square mile area. It has not been able to provide some of the more sophisticated equipment needed for city fire prevention or fire suppression. Should Wimberley need any special equipment and housing it may acquire such equipment for the Fire District and, in such event, the Fire District will train for use of the equipment.

Section 6. Liability and Insurance. Wimberley agrees that the Fire District shall not be liable for any claims or losses of any kind arising out of acts or omissions by Wimberley. Fire District agrees that Wimberley shall not be liable for any claims or losses of any kind arising out of acts or omissions by the Fire District. Wimberley and the Fire District each agree to provide the other with a certificate of insurance certifying they, respectively, have insurance or risk pool coverage of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for liability and accidents. Inasmuch as there may be salaries in the Fire District or in the Wimberley Volunteer Fire Department, Workman's Compensation will be provided by the Fire District. The policy should state that volunteer firefighters are covered.

Section 7. Fire District Taxes. Fire protection service under this contract will be provided by the Fire District to Wimberley at a cost not to exceed THREE CENTS/100 DOLLARS (\$.03 per \$100.00) evaluation of property in the City of Wimberley. This is the amount originally established by and for the Fire District by election in 1983, and is currently collected by the Hays County Tax Collector for the Fire District. The continuing assessment and collection of such tax shall be full and adequate consideration to the Fire District for the services to be provided by the Fire District pursuant to this agreement. The authority for this tax is based on the Attorney General of Texas; Opinion No. JM-400 of Dec. 20, 1985 herewith attached.

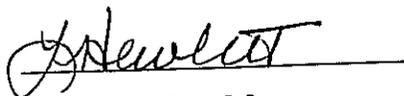
This contract does not in any way limit Wimberley from adopting an additional tax to provide supplemental fire protection, equipment or services; or to take any exercise any other police power or authority held by a Texas general law municipality.

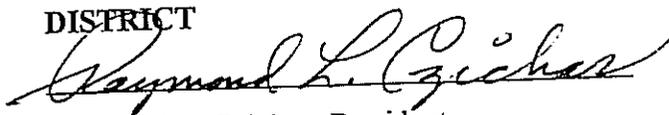
This contract shall continue in full force and effect and be automatically renewed each year until terminated by written notice given by Wimberley or the Fire District, or until such time as a new contract is agreed upon by both entities.

EXECUTED this 24 day of Aug. 2000.

CITY OF WIMBERLEY

WIMBERLEY RURAL FIRE PREVENTION
DISTRICT


Linda Hewlett, Mayor


Raymond L. Czichos, President