

ORDINANCE NO. 89-105

AN ORDINANCE OF THE CITY OF TOM BEAN, GRAYSON COUNTY, TEXAS, AUTHORIZING THE CITY OF TOM BEAN TO ENTER INTO A CONTRACT WITH THE TOM BEAN VOLUNTEER FIREFIGHTERS, INC., AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY OF TOM BEAN, TEXAS:

SECTION I.

The City of Tom Bean, Grayson County, Texas, in order to promote general fire protection and establish areas of responsibility hereby authorizes it's Mayor, to enter into the Fire Protection Agreement attached hereto as Exhibit "A", with the Tom Bean Volunteer Firefighters, Inc.

SECTION II.

Whereas, an emergency is apparent for the immediate preservation of the public safety, welfare and protection of the citizens of Tom Bean that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of the majority of the City Council, it shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED this 6th day of November, 1989, by a vote of 3 ayes and 0 nays.

CITY OF TOM BEAN

Billy Barnes
Mayor

ATTEST:

Dwight Reed
City Secretary

EXHIBIT "A"

FIRE PROTECTION AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT, entered into by and between, THE CITY OF TOM BEAN, Grayson County, Texas, and TOM BEAN VOLUNTEER FIREFIGHTERS, INC., A Texas Non-Profit Corporation.

FOR AND IN CONSIDERATION, of the mutual benefits accruing to the parties hereto, it is agreed as follows:

1. The CITY OF TOM BEAN in order to promote general fire protection and confirm areas of responsibility, hereby recognizes the TOM BEAN VOLUNTEER FIREFIGHTERS, INC. as the City's primary fire protection unit.
2. The function of the TOM BEAN VOLUNTEER FIREFIGHTERS, INC., is to provide general fire protection service to the citizens of Tom Bean and through properly executed contracts with the County of Grayson, State of Texas, to extend such service to the surrounding rural areas.
3. The TOM BEAN VOLUNTEER FIREFIGHTERS, INC., may establish such agreements and relationships as needed to provide emergency mutual assistance to other fire protection units in Grayson County, Texas, and in adjoining counties.
4. The TOM BEAN VOLUNTEER FIREFIGHTERS, INC., shall provide volunteer personnel and training to insure the most practical level of fire protection commensurate with membership and available funds. All fire protection equipment and related property shall be owned by TOM BEAN VOLUNTEER FIREFIGHTERS, INC., and the CITY OF TOM BEAN shall own no fire protection equipment or employ any fire protection personnel.
5. TOM BEAN VOLUNTEER FIREFIGHTERS, INC. shall at all times maintain on file with the City Secretary of the CITY OF TOM BEAN a current copy of its charter, bylaws, and any subsequent amendments thereto, which documents shall be available for inspection by the general public during business hours of the CITY OF TOM BEAN.

6. All funds not directly derived from the taxing or regulatory authority of the CITY OF TOM BEAN shall be owned and under the control of TOM BEAN VOLUNTEER FIREFIGHTERS, INC. Upon dissolution of TOM BEAN VOLUNTEER FIREFIGHTERS, INC., all funds, from any source, and all equipment and property owned or under the control of TOM BEAN VOLUNTEER FIREFIGHTERS, INC. shall be transferred to the CITY OF TOM BEAN, to be used exclusively for fire protection activities.

7. The CITY OF TOM BEAN may provide such funds and support as the City Council deems appropriate under normal budgetary and administrative procedures, during the term of this agreement. This agreement is to be reviewed annually.

8. The TOM BEAN VOLUNTEER FIREFIGHTERS, INC. agrees to indemnify and hold harmless the CITY OF TOM BEAN from any and all liability whatsoever which the CITY OF TOM BEAN may incur, by reason of the activities of TOM BEAN VOLUNTEER FIREFIGHTERS, INC. TOM BEAN VOLUNTEER FIREFIGHTERS, INC. shall maintain liability insurance in an amount deemed acceptable by the Mayor of the CITY OF TOM BEAN, with the CITY OF TOM BEAN named as an additional insured.

9. Either party to this agreement shall have the right to terminate the relationship created hereby by giving sixty (60) days notice in writing to the other party. Notice to the CITY OF TOM BEAN, shall be delivered to the City Secretary and notice to TOM BEAN VOLUNTEER FIREFIGHTERS, INC. shall be delivered to the duly elected Fire Chief hereof.

EXECUTED the 6th day of November, 1989.

CITY OF TOM BEAN

Billy Barnes
Mayor

ATTEST:

Binger Neal
City Secretary

TOM BEAN VOLUNTEER
FIREFIGHTERS, INC.

Randy Taylor
Fire Chief

ATTEST:

Wicki Sorensen
Secretary