

**THE STATE OF TEXAS**

**CITY OF LOS FRESNOS**

**FIRE PROTECTION SERVICE CONTRACT**

This is a Contract and Agreement made and entered into on the date set forth preceding the signatures of the parties herein and the parties herein mutually agree as follows:

**I. CONTRACT**

The parties to this Agreement are the **City of Los Fresnos, Texas**, a municipal corporation located in Cameron County, Texas and the **Los Fresnos Volunteer Fire Department, Inc.**, a non-profit corporation located in Cameron County, Texas. The City of Los Fresnos, Texas is hereinafter referred to as “City”, and the Los Fresnos Volunteer Fire Department, Inc. is hereinafter referred to as “Provider”.

**II. PROVISIONS OF CONTRACT**

**A. Firefighting**

During the term of this Agreement, the Provider agrees to furnish fire fighting services defined as the use of personnel and equipment to extinguish and suppress fires or to handle “hazardous incidents” or “confined space rescue”, or rescue operations including vehicle accident extrication, water rescues and bee attacks only, but not the prevention of fires or related training, education, maintenance, communications, or administration and other related matters to the City. In performing its obligations under this Agreement, the Provider agrees to answer all calls referred to it by agents or representative of the City and/or any resident or tenant of the City who may be in need of fire fighting or rescue service which the Provider undertakes to provide by this Agreement.

**B. Emergency Management Operations**

The Provider agrees to furnish available resources during emergency management operations such as a hurricane, flood or similar type of emergency situation that is not a normal occurrence.

**C. General Assistance**

The City needs assistance from time to time with Special Events that we are outside of normal activities. They can include parades, community events, traffic control, bees in special circumstances and other Community events. Provider agrees to provide assistance for these types of events.

**III. COMPENSATION**

**A. Firefighting**

The City agrees to pay the Provider the following amounts for said services.

- |                         |           |
|-------------------------|-----------|
| • Fiscal Year 2025-2026 | \$191,650 |
| • Fiscal Year 2026-2027 | \$201,650 |
| • Fiscal Year 2027-2028 | \$211,650 |

**B. Emergency Management Operations**

The City agrees to pay the Provider the sum of \$12,000 for each fiscal year for said services knowing there may be years this is used and years it is not used. The City agrees to assist the Provider in recouping any expenses possible through TDEM, FEMA or similar funding services.

**C. General Assistance**

The City agrees to pay the provider the sum of \$12,000 for each fiscal year for said service.

**D. Miscellaneous**

The City further agrees to provide for the length of the contract worker's compensation insurance coverage, at the City's cost, to all members of the Provider while they are acting in the course and scope of their duties as fire fighters hereunder. To replace the "water bill donation" funding that provides negative public relations, is difficult to manage and continues to decline, the City will include \$12,000 in the contract amount for each fiscal year. The City will provide 24 hours, 7 days per week dispatching through the City's Police Department. The city will provide water for firefighting services as well as water and sewer to the fire station. The City will provide lawn maintenance for the Emergency Services Facility.

**E. Total Compensation**

Total Compensation for each fiscal year will be as follows. Quarterly Installments will be made on the following dates: December 1, March 1, June 1, and September 1.

- Fiscal Year 2025-2026 \$227,000, \$56,912.50 per quarter
- Fiscal Year 2026-2027 \$237,000, \$59,412.50 per quarter
- Fiscal Year 2027-2028 \$247,000, \$61,912.50 per quarter

**IV. REPORTS**

It is agreed that the Provider shall provide a written report every quarter summarizing said services rendered to the City during that period, with said report listing all calls by date, location, and nature of call. The report shall be due January 5, April 5, July 5, and October 5.

**V. TERM OF AGREEMENT**

The term of this agreement shall be for three (3) years, beginning October 1, 2025, and ending September 30, 2028, but as renewable as provided hereunder.

**VI. TERMINATION OF RENEWAL**

Should either party intend to renegotiate this Contract, it shall notify the other in writing dated not later than August 1, 2028. If such negotiations have not been completed on or before the beginning of that fiscal year, both parties expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty (30) days. If during such time both parties fail to negotiate a new Contract, the negotiation period shall terminate at the end of the thirtieth day of said period. However, the Contract obligations of both parties shall be extended an additional sixty (60) day period beyond the

end of the negotiation period to allow the City to secure alternate services. At the end of this second period, this Contract shall terminate.

In the event neither party notifies the other of its intention not to renew this Contract, the parties may assume that this Contract will be renewed at the same terms and conditions as presently agreed upon in this Contract with the rate of \$247,000 per year.

## **VII. FINANCIAL REPORTS AND AUDITS**

The Provider shall provide the City with an annual audit within a reasonable time.

## **VIII. ENTIRE AGREEMENT**

This Contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

Executed in duplicate by the Mayor of the City and the President of the Provider, both of who are duly authorized to represent and bind said parties to the terms and conditions of the Contract, as set forth.

PASSED AND APPROVED this \_\_\_\_ day of September, 2025 by the City Council of the City of Los Fresnos.

### **CITY OF LOS FRESNOS**

BY: \_\_\_\_\_  
Alejandro Flores, Mayor

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jacqueline Moya, City Secretary

DATE: \_\_\_\_\_

### **LOS FRESNOS VOLUNTEER FIRE DEPARTMENT, INC.**

BY: \_\_\_\_\_  
Gene Daniels, Chief

DATE: \_\_\_\_\_

\_\_\_\_\_  
Damian Hairston, Secretary

DATE: \_\_\_\_\_