

ORDINANCE 20-346

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF MASON, TEXAS
PROVIDING FOR THE TRANSFER OF MANAGEMENT AND CURRENT FUNDS OF THE
FIREMAN'S RELIEF AND RETIREMENT ACCOUNTS TO THE
MASON VOLUNTEER FIRE DEPARTMENT

WHEREAS, the City of Mason has for several years maintained and managed the Fireman's Relief and Retirement Fund for the benefit of long-term members of the Mason Volunteer Fire Department (MVFD);

WHEREAS, the Mason City Commission desires to transfer responsibility and management of these Funds to the Officers of the Mason Volunteer Fire Department for the benefit of members of the MVFD who have previously served sufficient time to be vested in these retirement funds;

WHEREAS, the Mason City Commission commits to continue to provide annual funding for the operation of the MVFD as well as additional funds to maintain the continued operation and solvency of the Relief and Retirement Fund accounts through funding approved each year in the adoption of the annual Budget of the City of Mason; and

WHEREAS, the Officers of the MVFD recognize and accept the fiscal responsibility to manage and invest these Public Funds for the benefit of the community and those Firemen who have served the community for many years.

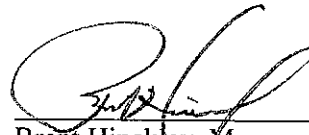
NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MASON AS FOLLOWS:

SECTION 1. The City of Mason shall transfer the Funds held for the benefit of the Retired members of the MVFD to be managed and invested by the Officers of the MVFD.

SECTION 2. This transfer will take place prior to the end of the City's Fiscal Year on October 31, 2020.


SECTION 3. The Officers of the MVFD have accepted the responsibility for these funds and willingly will provide full and transparent accounting for all Funds provided by the City of Mason, and will establish reasonable rules regarding vesting and payment of these Relief and Retirement Funds and cause these rules to be incorporated into the Bylaws of the MVFD.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER, 2020.



Brent Hinckley, Mayor
City of Mason, Texas

ATTEST:



Pattie Allen, City Secretary

Funding and Services Agreement between the City of Mason and the Mason Volunteer Fire Department

This Funding and Services Agreement (the "Agreement") is entered into by and between the City of Mason, a Texas, Commission City (the "City") and the Mason Volunteer Fire Department, a Texas Non-Profit Corporation ("MVFD").

Whereas, the City and the MVFD each seek to serve the community and to provide for the health and safety of the community; and

Whereas, the MVFD commitment is to provide protection of life and property from fire, hazardous materials incidents, accident, disaster, and other emergencies, and for the conservation of natural resources; and

Whereas, the MVFD has available personnel and equipment to provide fire protection and suppression services, hazardous materials, emergency rescue services, and to otherwise serve the community through responding in a prompt manner to medical emergencies, vehicular accidents, structure and range fires, and other emergency situations where their expertise and activities might be critical to the health and safety of the community; and

Whereas, the MVFD is a non-profit entity that relies on the donations and support of the community and the local governmental entities to provide the funding necessary for continuing operations; and

Whereas, the City manages the public funds collected through taxes, fees and utility services and through its annual budget, and provides necessary funding for many of the local services that provide for the common good but are not self-sufficient economically.

Now, Therefore, the City and the MVFD adopt this Agreement providing for the continued funding and services needed to protect and ensure the safety of the community, and in consideration of the covenants, conditions, performances, and promises contained herein, agree as follows:

The MVFD will perform the services described as follows:

1. The MVFD shall provide services and respond to emergency situations as identified and determined by the Sheriff's department and dispatch services, including but not limited to structure and range fires, medical emergencies, vehicular accidents and any of the accidents that threaten the health and safety of the citizens;
2. The MVFD agrees to use the funds from the City to provide Fire Protection and Suppression; Fire Prevention; Hazardous Materials response to the level currently trained; First Responder Emergency Medical Services; Emergency Rescue; and, other assistance to the public as necessary; maintain its physical facilities, educate and train its members, purchase equipment, repair and maintain equipment, pay

operating expenses, and purchase supplies necessary to provide emergency services within the City limits as provided for in this Agreement;

3. The MVFD shall budget each year for the needed revenue and expenses to meet the operational and maintenance needs, and this budget will be made available to the City prior to June 1 for review and inclusion of City Funding for operations within the annual City Budget, and to ascertain that public funds provided by the City are used for reasonable expenses, and shall report annually to the City the expenses;
4. The MVFD shall implement policies and procedures to ensure that individuals performing services under this Agreement behave in a lawful, safe, courteous, professional and respectful manner to the public it serves and with all other individuals or entities involved in rendering assistance under this Agreement;
5. The MVFD shall manage all funds provided for the Fireman's Relief and Retirement Fund as transferred from the City in the capacity of a fiduciary, shall cause to be adopted into the Bylaws of the MVFD procedures and regulations identifying the qualifications for individuals to be vested in this fund and to receive them, shall cause this amendment to the Bylaws to be approved before April 1, 2021 and provide documentation to the City Commission, and shall report annually to the City the specific expenditures from these Funds;
6. If any funds provided to the MVFD by the City are used in a manner other than that specified in this Agreement, for services provided outside the County limits, or in contravention of applicable local, state, or federal law, or applicable administrative regulations, the City may terminate the distribution of any additional funds being distributed to the MVFD and the MVFD shall immediately reimburse the City for the amount of the funds improperly used; and
7. The MVFD shall make available, upon written request by the City, all documents and information necessary to ensure compliance with the management and expenditure of funds provided for under this Agreement.

Payment for Services/Compensation

By entering into this Agreement, the City is contracting with the MVFD to provide the services provided for in this Agreement within the City and will provide annual funding for the MVFD for a portion of the City's share of the costs of operating and maintaining the MVFD activities within the City.

For Fiscal Year 2021, the City agrees to provide funding for the MVFD in the amount of **\$20,000.00** for the year, to be paid during the fiscal year beginning November 1, 2020. The specific funding amount will be determined each year and incorporated into the regular annual budget of the City and thus approved through full public transparency.

The City also agrees to transfer within ten days of the approval of this Agreement the balance held in the operational account and the invested CD for the Fireman's Relief and Retirement Fund, and the MVFD agrees to maintain, invest according to the Public Funds Investment Act requirements, and make payments to qualified retirees of the MVFD on a regular and quarterly basis. MVFD also agrees to provide transparent accounting of all funds expended from the Fireman's Relief and Retirement accounts.

For Fiscal Year 2021 the City agrees to provide funding for the MVFD Fireman's Relief and Retirement fund in the amount of **\$5,000.00** for the year, to be paid during the fiscal year beginning November 1, 2020. The specific funding amount will be determined each year and incorporated into the regular annual budget of the City and thus approved through full public transparency

Effective Date and Termination of Agreement

This Agreement shall become legally binding and have full effect as to each participating entity upon such date as signed and attested by such entity. This Agreement shall remain in full force and effect until such time as the City, and/or MVFD, jointly or individually, through their particular elected officials, pass a resolution terminating this Agreement (where applicable), which shall not take effect until the expiration of 60 days following the adoption of said resolution. Each entity shall be given notice of such termination without delay. Notice to be effective under this Agreement must be in writing and received by either entity by either hand delivery or certified mail, return receipt requested.

If the City Commission does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then this Agreement automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the Agreement, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving MVFD a written notice of termination at the end of its then current fiscal year.

Indemnification

The MVFD shall fully indemnify and hold the City harmless, as well as its officials, agents, representatives, and employees, from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the MVFD or its contractors, officials, agents, volunteers, representatives, employees, subcontractors, or consultants, in performing the services required under this Agreement, including but not limited to the management of the Fireman's Relief and Retirement accounts. The preceding indemnity clause shall be construed to also mean that the MVFD shall indemnify the City for monetary damages, personal injuries, deaths, or property damages arising solely or partly from negligence or intentional acts or omissions of the MVFD, its contractors, officials, agents,

employees, volunteers, subcontractors, or consultants but shall not indemnify the City for the City's sole or partial negligence, or sole or concurrent intentional tortious acts or omissions.

Amendment

This Agreement may be amended. Each amendment shall become effective when the amendment has been duly and legally signed and attested by the duly authorized individuals representing the entities, or as the amendment may state.

Miscellaneous Provisions

1. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless it is in writing and signed by the authorized representative of each entity.
2. This Agreement is performable in Mason County, Texas and Texas law governs its interpretation and application.
3. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
4. The parties agree that this Agreement shall not confer third party beneficiary status on any non-party, including citizens of either the County or the City.
5. The parties agree that this Agreement shall not create a joint venture or partnership and shall not waive any defenses available to any of the parties in the event of claims asserted by any non-party.
6. The individuals executing this Agreement warrant that they are authorized to enter into this Agreement on behalf of the respective entities that they represent and to bind those entities to the provisions of this Agreement.

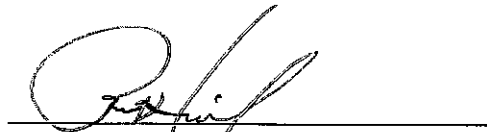
AGREED AND ENTERED this the 19th day of October, 2020.

Mason Volunteer Fire Department

City of Mason, Texas

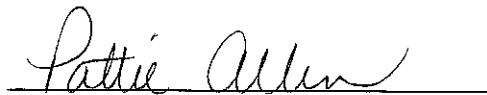


Brandon Neece, Chief MVFD



Brent Hinckley, Mayor

Attest:



Pattie Allen, City Secretary