

**AGREEMENT BETWEEN
CITY OF BALLINGER, TEXAS
AND
BALLINGER VOLUNTEER FIRE DEPARTMENT
DELINEATING FIRE FIGHTING SERVICES AND EQUIPMENT
FOR USE INSIDE AND OUTSIDE THE CITY LIMITS OF BALLINGER**

STATE OF TEXAS

COUNTY OF RUNNELS

This agreement (the "Agreement") is made to be effective as of the 1st day of January 2026, between the City of Ballinger ("City") and the Ballinger Volunteer Fire Department ("BVFD"), collectively the ("Parties").

WITNESSETH:

WHEREAS, the City is a home rule municipality and the BVFD is a 501c3 non-profit that operates within the parameters as authorized by Texas Government Code, Chapter 419, and subchapter D, Volunteer Fire Fighters and Fire Departments; and

WHEREAS, the Commissioner's Court of Runnels County does not presently furnish or maintain firefighting or rescue service equipment for use outside the limits of any incorporated town in Runnels County, Texas; and

WHEREAS, the City and the BVFD desire to provide the terms and conditions by which City fire suppression equipment may be used by the BVFD to provide fire suppression and rescue services outside the City Limits of Ballinger, Texas; and

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

PART 1. SCOPE OF SERVICES AND CONDITIONS: CITY agrees to provide the following firefighting equipment and rescue services for use by the BVFD outside the City Limits of Ballinger, Texas in accordance with and subject to the terms and conditions hereinafter set out.

PART 2. NAMES: The City's fire department shall be known as the *Ballinger Fire Department*. The volunteer fire department shall be known as the *Ballinger Volunteer Fire Department (BVFD)*. The BVFD shall maintain possession of its current Texas Fire Connect account, and the City shall obtain and maintain a separate Texas Fire Connect account for the Ballinger Fire Department.

PART 3. EQUIPMENT:

JOINTLY USED EQUIPMENT BY CITY and BVFD

Subject to the terms and conditions below:

1. **Rescue 8** may be used to provide **first responder services** for wrecks outside the City Limits of Ballinger, Texas and rescue services including water and structure fires outside the City Limits of Ballinger, Texas;
 - a. **Subject to the cost sharing provisions in Part 4 below, the City will handle ordering parts and repairs relating to Rescue 8.**
2. **Attack 2** may be used by the BVFD, so long as Attack 1 is in service for use by the City; in the event Attack 1 is out of service, Attack 2 shall not be used outside the City Limits of Ballinger, Texas unless specifically authorized by the City of Ballinger Police Chief who serves as emergency lead for the City;
 - a. **Subject to the cost sharing provisions in Part 4 below, CITY will order parts for repairs relating to Attack 2 and the City's mechanic shall make any repairs unless third party repair services are requested by the City.**

USE OF CERTAIN CURRENTLY CITY OWNED EQUIPMENT BY THE BVFD

Subject to the terms and conditions relating to use and in Part 4 relating to payment below, the equipment below shall be transferred to for use by the BFVD:

1. **Brush 7**
2. **T11**
3. **B4**
4. **1995 Ford Mini-Bus**
5. **Brush 5**

CITY OWNED EQUIPMENT NOT LISTED ABOVE

All other City Equipment shall not be used by the BVFD for firefighting outside the City Limits of Ballinger, Texas, but may be used at the City's sole discretion under a local mutual aid agreement.

TERMS AND CONDITIONS RELATING TO USE:

It is specifically agreed that:

1. Rescue 8 may be in use on a priority call by the City and unavailable for use outside the City Limits of Ballinger, Texas;
2. Rescue 8 shall **not** be used for **traffic control** outside the City Limits of Ballinger, Texas.

3. No equipment may be removed, altered or otherwise changed from Rescue 8 and Attack 2 without the prior express written consent of the City (signed by the City Manager or the Chief of Police).
4. The City shall allow the Transferred BVFD equipment to be housed on the City's Property or may be located on a BVFD obtained site.
5. CONTROL OF SCENE: The BVFD Chief shall be first supervisor for on-scene fire control outside the City limits of Ballinger unless the Ballinger Police Chief determines that a legal situation could subject the City and its personnel to injury or damage in which case his directives shall be followed.
6. FIRE FIGHTING IN THE CITY LIMITS OF BALLINGER: The BVFD expressly agrees to fight fires within the City Limits of Ballinger in exchange for use of the designated City equipment outside the City Limits of Ballinger, Texas and City's financial and other contributions under this Agreement. (Part 4)
 - a) Any fire fighting within the City limits shall be under the direction and control of the City of Ballinger Police Chief, Emergency Services Director or his designee.
7. The BVFD will independently seek grant funding for fire suppression equipment for use in the City and outside the City Limits of Ballinger, Texas.
8. The City will independently seek grant funding for fire suppression equipment for use in the City.

PART 4 PAYMENT: Terms and Conditions Relating to Payment

The City shall be responsible for the following:

1. Pension benefits for BVFD members shall be contingent upon continuous compliance with this Agreement, including the provision of fire suppression services within the City limits, satisfaction of all required training standards (50% of 24 regular scheduled drills), and achievement of a minimum fifty percent (50%) response rate to fire calls occurring within the City limits; provided, however, that one (1) fire call may be satisfied by participation in five (5) non-emergency calls occurring within the City limits, as approved by the City. Pension benefit amounts shall be as recommended by the BVFD and shall not become effective unless and until approved by the City.
2. The City shall be represented on the pension board by a duly authorized City representative with authority to execute contracts on behalf of the City. The pension board shall further include at least one citizen member who is not affiliated with the Ballinger Volunteer Fire Department (BVFD) and one representative of the Ballinger Fire Department.
3. Workers' compensation premium payments subject to cost sharing provisions below.
4. Workers' compensation payments, if any, for injuries sustained while fighting fires in the City limits of Ballinger.

The BVFD shall be responsible for the following

1. A payment to the City an amount equal to the cost of BVFD quote for worker compensation for its members.
2. **All upkeep** (vehicle maintenance, fuel, tires, equipment, repairs) of the 5 transferred vehicles listed above and Attack 2 (except during times Attack 2 is in use by City when Attack 1 is not operational)
3. Repairs to fire apparatus and vehicles not titled in the name of the City may be performed by the City's mechanic at the election of the BVFD. If the BVFD elects to utilize the City's mechanic for such repairs, the BVFD shall reimburse the City at the City's established hourly mechanic rate and for all parts used, subject to Section 5 below. Notwithstanding the foregoing, with respect to *Attack 2*, repairs shall be performed by the City's mechanic; however, the BVFD shall not be responsible for the mechanic's hourly labor costs and shall reimburse the City only for the cost of parts used in such repairs.
4. **Obtaining Insurance and pay for all insurance premiums** relating to the 5 transferred vehicles listed above. BVFD shall provide proof of coverage not later than February 1, 2026.
5. **Payment of all insurance deductibles and all repair costs for any damage to Rescue 8 and Attack 2, and/or equipment damaged during BVFD use**
 - a. The BVFD shall use the City Mechanic and City approved parts on Attack 2 (parts and repairs)
 - b. All repairs relating to Rescue 8 and ordering of parts shall be done by the City, with the BVFD paying for same if resulting from fire suppression or rescue outside the City Limits of Ballinger, Texas.
 - c. All costs shall be paid by BVFD to City within 30 days of invoice being presented by City.
6. Water use outside the city limits—As of January 1, 2026, water shall be billed for the amount refilled on an ongoing basis.
7. Workers' compensation payments, **if any**, for injuries sustained while fighting fires outside the City Limits of Ballinger, Texas.
8. **Bringing the 5 transferred vehicles/and or equipment back into service as City is under no obligation to pay to bring BVFD equipment back into service if damaged or destroyed or in the alternative procuring replacement vehicles. The City is under no obligation to allow the BVFD to use any other equipment if the independent vehicles are damaged or destroyed.**

PART 5. TERM: This contract shall be for an initial term of one (1) year beginning **January 1, 2026** and shall be automatically renewed for one-year terms unless either party gives sixty (60) days written notice prior to January 1 of each year. Ninety (90) days prior to the automatic renewal each year, in January, the Parties shall meet to determine any changes to compensation components and/or any vehicle replacement or grant seeking.

PART 6: TERMINATION: Either party hereto may terminate this agreement without recourse or liability for any reason including but not limited to breach of any of the terms of this agreement and failure to pay for amounts due under this agreement upon sixty (60) days written notice to the other party. Termination by the BVFD shall not relieve them of any payments due to the City at termination. If termination occurs, all equipment remains with the City of Ballinger unless title has been previously transferred to BVFD.

PART 7: NO WAIVER OF IMMUNITY: The City and BVFD **DO NOT** waive any governmental immunity either possesses by entering into this Agreement.

PART 8: NOTICE: Any notices necessary herein shall be sent to:

CITY

City Manager
PO Box 497
Ballinger, TX 76821
325-365-3511

BVFD

President BVFD
PO Box 133
Ballinger, TX 76821

PART 9: ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the Parties. Any agreement, understanding or representation not expressly set forth in this Agreement or, as amended in a writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

PART 10: VENUE AND DISPUTES. This Agreement shall be governed by and interpreted by Texas State Law. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state district courts in Runnels County. The Parties agree that prior to any suit, they shall mediate the dispute, Runnels County. This Agreement shall not be construed more favorably or harshly to either Party as both Parties participated in its creation

PART 11: PARTIAL INVALIDITY. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

PART 12: AUTHORIZED SIGNATURES. The Parties agree that the signatures below represent a binding agreement, that the person signing is authorized to sign and no other approval or signature is required.

IN WITNESS WHEREOF, CITY and BVFD have caused this agreement to be executed this 15th day of December 2025, but to be effective as of January 1, 2026.

CITY OF BALLINGER

By *Darlene Kelly*
DARLENE KELLY

Mayor

BALLINGER VFD

By *Gavin Lancaster*

Gavin Lancaster
President

By *Dustin Krests*

Dustin Krests
Fire Chief