

yes

EXHIBIT A.

**REQUIREMENTS AND GUIDELINES FOR FIRE PREVENTION AND PROTECTION
ACTIVITIES WITHIN THE MUNICIPAL BOUNDARIES OF NAPLES, TEXAS**

1. Designation of NVFD; agreement for emergency services; duties.

(A) The Naples Volunteer Fire Department (NVFD) shall be recognized as the official Emergency Services Provider of the City.

(B) An agreement shall be executed which memorializes the NVFD's agreement to provide emergency services to the city. Such agreement shall be reviewed annually and, if acceptable, renewed annually, subject to modification. A proposed copy of the agreement is attached to Ord. _____ (passed _____) as "Exhibit B", for illustrative purposes.

(C) The City Council may adopt any ordinances that it considers necessary for the general health, safety and welfare of the citizens of the city. The NVFD shall adhere to and enforce all such city ordinances relative to fire prevention and safety, including the code, to the extent provided for in an "Agreement for Emergency Services", as it may be amended.

(D) The NVFD, as an independent contractor, shall fulfill the following obligations to the city:

(1) Provide personnel to respond to any emergency that may arise within the city limits including, yet not limited to, fire, tornado, severe storms, building collapse, vehicle accidents, emergency medical services (when requested), floods, emergency management, and other natural or human-made emergency situations that may arise and shall require the response of the NVFD as requested by the city.

(2) Assure that all members of the NVFD are well trained, certified to state standards, and operate under an Incident Command System to ensure an orderly response to these incidents.

(3) Assist in the maintenance and repair of equipment (including personal protective equipment, trucks, hoses, ladders, nozzles and the like) provided by the city and operate the equipment in a manner that assures the safety of operations as well as the citizens of the community.

(4) Hold regular training meetings, as well as attending area and state schools, receive training and make reports to the proper agencies, including the provision of copies of all training records to the City.

(5) Abide by the constitution and bylaws of the NVFD, which must be consistent with state statute and local ordinances, and manage and conduct all emergency situations in a professional manner.

(6) Control the work and the manner in which it is performed, consistent with and subject to state statutes and applicable ordinances.

(7) Funds held in trust. Funding of the NVFD comes from various sources, including the general fund of the City and funds provided to the City that are collected from residents of Naples through Rural Fire Prevention District property tax assessment. Funds received by the NVFD from the City, regardless of the origin of the funds, shall

be considered public funds held in trust for the benefit of the residents of Naples. All use of public funds by the NVFD shall be audited and reported to the City Council on an annual basis.

(8) Submission of annual budget. The NVFD shall submit an annual line-item budget to the City Council for review during the City's annual budgeting process.

(9) Establish rules providing that the Texas Commission on Fire Protection rules governing eligibility to be a firefighter and Texas Administrative Code, Title 37, Section 403.3 shall be applied. Said section states that if a person has been convicted of a sexual offense that requires registration as a sex offender under Chapter 62 of the Code of Criminal Procedure or has a conviction under Title 7 of the Texas Penal Code (offenses against property — arson, theft, burglary, robbery, criminal mischief, etc.) or comparable offenses elsewhere, they are ineligible to serve on the NVFD.

2. Number of members

The NVFD shall maintain a minimum number of ____ active members and not exceed a total of ____ active members at any one time.

3. Eligibility for membership

A person desiring to become an active member of the NVFD shall show on his/her application that he/she meets all of the following requirements:

- (1) Not less than 18 years of age.
- (2) A citizen of the United States of America.
- (3) Agrees to abide by the provisions of this ordinance, state regulations, training, licensing and certification requirements, and the NVFD Constitution and Bylaws enacted pursuant to this ordinance.
- (4) Has not been convicted of a sexual offense that requires registration as a sex offender under Chapter 62 of the Code of Criminal Procedure or has a conviction under Title 7 of the Texas Penal Code (offenses against property — arson, theft, burglary, robbery, criminal mischief, etc.) or comparable offenses elsewhere. For purposes of service on the NVFD, conviction includes deferred adjudication.

4. Application for membership

All applications for membership must be filed with the secretary of the NVFD, who shall place the names of all applicants before the membership as a whole at a regular meeting, for the purpose of determining whether the members approve the application. Approval or disapproval of the application shall be determined by a vote of the active members.

5. Officers

The NVFD shall elect from among the active members the following officers, who shall hold office for one year. These officers may succeed themselves if reelected at the expiration of their terms of office.

- (1) Fire chief. There shall be elected one fire chief, who shall be head of the NVFD. He shall supervise the operation of the NVFD, shall be invested with the authority to use city-owned fire equipment to the best advantage of the people of the city, shall be empowered to conduct training meetings, fire practice meetings and other fire prevention

activities, and may remove any member from any position the member occupies if in his opinion such member is violating this article or performing acts that are not to the benefit of the people of this city. He shall have active charge of city-owned fire equipment and apparatus and shall recommend to the city council various measures that he deems beneficial to the city.

(2) Assistant fire chief. There shall be elected one assistant fire chief, who shall assume the place and duties of the fire chief when the fire chief is absent.

(3) President. There shall be elected one president, who shall preside at all business meetings and who shall preside at all elections, and whose responsibility it shall be to see that order is maintained at the meetings, that matters coming before the meetings are properly understood by the members and that fair and impartial decisions on such matters are given. The president shall have no vote at the meetings and shall not have the privilege of presenting matters he is interested in unless he appoints a temporary president to preside while he has the floor. In this event he shall be entitled to vote, but the temporary president would be ineligible to vote so long as he is acting as president and presiding at the meeting. The president shall, in appointing the temporary president or chairperson, appoint only persons who are disinterested and impartial in the matter that he desires to place before the members. The President shall hold all property of the NVFD as Trustee of said property for the City.

(4) Vice-president. There shall be elected one vice-president, who shall assume the place of the president during the periods the president may be absent.

(5) Secretary. There shall be elected one secretary, whose duty it shall be to keep such records as may be desired and to record the minutes of each meeting. The secretary shall further keep a record on the attendance of each member, of all fire calls and the names of the property owners involved, and of elections held and the results of such elections. The secretary shall furnish to the city council, immediately after the annual firefighter's election, a complete list of all officers elected, along with the names of all other members and positions they are to hold for the ensuing year. Immediately upon receiving approval of the list from the city council, the secretary shall record such approval in the minutes of the NVFD. The secretary shall furnish to the city council the names and positions of new members accepted, and names of members retiring from the membership rolls, and shall record approval of the new members as received from the city council. The secretary shall furnish to the city council such information as he may be called upon to furnish from time to time.

(6) Treasurer. There shall be elected one treasurer, whose duty it shall be to keep a record of all receipts and disbursements. The treasurer shall separate funds received and disbursed from city from any revenues that might be the property of the members. Any donations received shall be the property of the members of the NVFD, unless such donation is made to the city, in which event the donation shall be recorded and the treasurer shall hand such donation to the city secretary for deposit in the general fund of the city.

(7) Other personnel. There shall be elected such other personnel as may be deemed necessary to the efficient operation of the NVFD.

5. Equipment

The city council shall, from time to time, purchase such equipment as it deems necessary, and the NVFD is authorized to use the equipment, and shall be charged as a whole, and the officers in particular, to see that the equipment is properly cared for, and not misused or abused.

6. Compensation of members

The members of the NVFD shall serve without compensation. The city shall, however, provide worker's compensation for the members, covering their activities while engaged in activities of the NVFD.

7. Purchases

When equipment or operating supplies are to be paid for with budgeted city funds, an order for the purchase shall be secured from the city before the purchase is made.

8. Activities other than municipal activities

The NVFD may perform functions outside of its firefighting activities, form clubs, own property in the name of the organization, or conduct any other activity, but it is expressly understood that any activity performed outside of municipal activities shall not be governed by the city and such activities shall be the sole responsibility of the members as individual persons, and no insurance shall be applicable and no liability against the city may accrue for such actions, and the fact that such activities are permitted shall not be construed as involving the city in any manner whatsoever. All officers elected for various activities outside of municipal activities need not be confirmed by the city council.

9. Assessment and collection of fees

(a) Recovering costs for fire protection and emergency services.

(1) Collection fees.

(A) The city council authorizes the fire chief of the NVFD to adopt charges to be billed against parties involved in motor vehicle accidents, hazardous waste or chemical spills, or other non-fire suppression activities to which the city or the NVFD responds with fire NVFD equipment, emergency equipment, and/or NVFD personnel. These charges shall be billed as a debt to the party causing the event, the landowner, the party controlling the premises in the event of a spill or dumping and/or the party transporting said hazardous, dangerous and/or injurious product. Fire suppression activities resulting from third party negligence may be billed against that third party. Fire suppression resulting from arson may be billed against the arsonist.

(B) The fire chief, or his designee, shall bill and collect all fees and costs for fire prevention services and for other public safety and emergency services rendered by the NVFD. Such fees include but are not limited to the use of equipment, materials, maintenance and overhead expenses and costs of whatever nature which constitute full reimbursement to the NVFD for services actually rendered and as hereafter authorized.

(C) Within (30) days of the date of providing fire prevention and protection services or other public safety and emergency services for the motor vehicle accidents, the fire chief, or his designee, shall submit an invoice for all costs, fees, charges, and expenses related to providing such

services, to include but not be limited to all actual expenses including costs of equipment operations, cost of material utilized, costs of specialists, experts or other contract labor not in the full time employment of the city; overtime costs, and other incidental costs incurred by the city as a result of the incident, to the customer, client, owner, designated agent, representative and/or insurance company who received, covered and/or otherwise benefited from these services.

(D) Any bills, fees, or penalties, including but not limited to clean up costs, fees or expenses that are imposed by the city or the NVFD by any local, state or federal agency, related to the rendering of fire protection or prevention services or of other public safety and emergency services may be included in the billing or billed separately within thirty (30) days of receipt.

(E) Fees shall be collected for services provided inside the city limits as well as those provided outside the city limits.

(F) Fees collected pursuant to this section shall be deposited in a special revenue account with the city's depository requiring the signatures of both the Mayor or his designee and the NVFD chief or his designee on any expenditure. Funds from this account are expressly limited to being used by the NVFD for the purpose of funding apparatus, equipment and training of the NVFD.

(2) Enforcement. The city may enforce the provisions of this section by any action allowed by law for the collection of any amounts due hereafter, including reasonable and necessary attorney fees, costs and expenses, in a court of competent jurisdiction.

(b) Exemptions from fees. No fees shall be charged for calls for service at residential structure fires (single family).

(c) Penalty. Any person who violates any provision of this section shall, upon, conviction, be subjected to a fine of not more than two hundred dollars (\$200.00) for each offense. Each day that such violation is permitted to continue shall constitute a separate offense. The term "person" as used in this section shall include the owner, occupant, mortgagee or vendor in possession, assignee, or rents, receiver, executor, trustee or lessee, agent or another person, firm or corporation directly, or indirectly, in control of a building or tract of land.

10. Adoption of Fire Codes.

(A) The City Council hereby adopts the 2015 edition of the International Fire Code, including all amendments and annual supplements published thereto, including appendices.

(B) The City Council hereby adopts National Fire Protection Association (NFPA) 101 Life Safety Code, 2015 edition, as published by the NFPA and its appendices.

(C) Said codes are hereby adopted as the fire codes of the city for regulating conditions hazardous to life and property from fire or explosion in the city, providing for issuance of permits; and each and all of the regulations, provisions, conditions and terms of such International Fire Code, 2015 Edition, published by the International Code Council, Inc., and the

secondary publications referenced above. The city may replace the 2015 Editions with a more current updated version, provided however, such versions are kept as provided herein.

Exhibit B

COUNTY OF MORRIS

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CITY OF NAPLES

AGREEMENT FOR FIRE PREVENTION AND PROTECTION SERVICES

This agreement is made on this the ____ day of _____, 2026, between the City of Naples, Texas, a Type A General Law Municipality incorporated under the laws of the State of Texas (City) and the Naples Volunteer Fire Department, Inc., a Texas Volunteer Fire Department and non-profit corporation under the laws of the State of Texas (NVFD).

WHEREAS, Chapter 342 of the local Government Code authorizes the City to organize and prescribe the powers and duties of the fire NVFD and its officers; and,

WHEREAS, there has been established a Naples NVFD (NVFD) for which the City holds and disperses funding received from the County for the purposes of fire prevention and protection; and,

WHEREAS, a fire NVFD may only adopt a constitution and by-laws that are not inconsistent with state statutes and municipal ordinances; and,

WHEREAS, in accordance with the adopted Constitution and By-laws of the NVFD, the President of the NVFD holds all property of the NVFD as Trustee for the City; and,

WHEREAS, the City Council has adopted an ordinance establishing requirements and guidelines for the fire prevention and protection activities with the municipal boundaries of the City to serve the best interests of the community.

In consideration of the mutual covenants in this agreement, the parties contract as follows:

I.

The NVFD shall provide fire prevention and protection services within the corporate limits of the City consistent with Ordinance ____, state statutes, and the NVFD Constitution and By-laws.

II.

The City shall pay to the NVFD the sum of \$[dollar amount] per year for the services, to be paid in monthly installments of \$[dollar amount], payable on the first day of each month the calendar

III.

During the term of this agreement, the City shall allow the NVFD to use certain firefighting equipment owned by the City, with the City retaining ownership of the equipment. The NVFD may use the City firefighting equipment in any of the NVFD's operations. Except in extreme emergency situations, the NVFD shall always have sufficient equipment available to protect lives and property within the corporate limits of the City. The City owned equipment may be used by the NVFD when necessary in the operations of the NVFD outside the corporate limits of the City. The NVFD shall maintain the City owned equipment in good repair, and the City shall bear the cost of insuring the equipment, either directly or by reimbursement to the NVFD, at the option of the City. The NVFD shall at all times keep the City informed as to the identity of all persons who may operate City owned vehicles, and the NVFD shall provide the City with information necessary to satisfy inquiries and applications with insurers of the City, specifically driver's license identification information.

IV.

Other than as set forth above, the NVFD is responsible for all insurance requirements connected with the operation of the NVFD as to personal injury or property damage to any persons or property. The NVFD shall hold the City harmless from any liability in connection with injury to any person or damage to any property arising out of the operations of the NVFD.

V.

The NVFD shall cooperate with the City in a concerted effort to maintain the lowest possible fire insurance classification of the property within the corporate limits of the City.

The NVFD may adopt fees, with City Council approval, for the provision of services within the corporate limits of the City other than a response to a residential structure fire.

VI.

The NVFD shall:

- (1) Provide personnel to respond to any emergency that may arise within the city limits including, yet not limited to, fire, tornado, severe storms, building collapse, vehicle accidents, emergency medical services (when requested), floods, emergency management, and other natural or human-made emergency situations that may arise and shall require the response of the NVFD as requested by the city.
- (2) Assure that all members of the NVFD are well trained, certified to state standards, and operate under an Incident Command System to ensure an orderly response to these incidents.
- (3) Assist in the maintenance and repair of equipment (including personal protective equipment, trucks, hoses, ladders, nozzles and the like) provided by the city and operate the equipment in a manner that assures the safety of operations as well as the citizens of the community.
- (4) Hold regular training meetings, as well as attending area and state schools, receive training and make reports to the proper agencies, including the provision of copies of all training records to the City.

- (5) Abide by the constitution and bylaws of the NVFD, which must be consistent with state statute and local ordinances, and manage and conduct all emergency situations in a professional manner.
- (6) Control the work and the manner in which it is performed, consistent with and subject to state statutes and applicable ordinances.
- (7) Representative shall attend meetings of the City Council as requested.
- (8) Aid in the enforcement of all City ordinances relating to the prevention and control of fire and to the protection of life and property within the City.
- (9) Report to the City Council during the annual budget process on the NVFD's current status relating to operations within the City, the budget status on the current fiscal year and a presentation of the NVFD budget for the next fiscal year.
- (10) Insure that a person desiring to become an active member of the NVFD shall show on his/her application that he/she meets all of the following requirements:
 - (a) Not less than 18 years of age.
 - (b) A citizen of the United States of America.
 - (c) Agrees to abide by the provisions of this ordinance, state regulations, training, licensing and certification requirements, and the NVFD Constitution and Bylaws enacted pursuant to this ordinance.
 - (d) Has not been convicted of a sexual offense that requires registration as a sex offender under Chapter 62 of the Code of Criminal Procedure or has a conviction under Title 7 of the Texas Penal Code (offenses against property — arson, theft, burglary, robbery, criminal mischief, etc.) or comparable offenses elsewhere, For purposes of service on the NVFD, conviction includes deferred adjudication.

VII.

This Agreement shall be effective on October 1, 2026 for a period of one fiscal year. It may be renewed annually by the Parties. Any amendments must be in writing and approved by the governing bodies of the Parties. Either Party may terminate this Agreement upon 90 days notice of termination. Nothing herein precludes the City from entering into Agreements for Emergency Services with any other emergency service provider.

VIII.

This agreement shall be interpreted and executed in accordance with the law of the State of Texas and the charter and ordinances of the City. Any portions of this agreement found to be contrary to public policy shall be void.

Witness our hands and seals on the date shown above.

CITY OF NAPLES, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

NVFD

President

ATTEST:

Secretary

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAPLES TEXAS
ESTABLISHING THE REQUIREMENTS AND GUIDELINES FOR FIRE
PREVENTION AND PROTECTION ACTIVITIES WITHIN THE MUNICIPAL
BOUNDARIES OF THE CITY; ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, Chapter 342 of the Local Government Code authorizes the City to organize and prescribe the powers and duties of the anyone providing fire extinguishment within the municipal boundaries, including any fire department and its officers; and,

WHEREAS, there has been established a Naples Volunteer Fire Department (NVFD) for which the City holds and disperses funding received from Morris County for the purposes of fire prevention and protection; and,

WHEREAS, a volunteer fire department may only adopt a constitution and by-laws that are not inconsistent with state statutes and municipal ordinances; and,

WHEREAS, in accordance with the adopted Constitution and By-laws of the NVFD, the President of the NVFD holds all property of the NVFD as Trustee for the City; and,

WHEREAS, the City desires to establish requirements and guidelines for the fire prevention and protection activities with the municipal boundaries of the City to best protect the health, safety and welfare of the residents paying for said activities; and

WHEREAS, the City Council hereby finds that the adoption of an ordinance establishing requirements and guidelines for the fire prevention and protection activities with the municipal boundaries of the City will accomplish said goal and serve the best interests of the community.

NOW THEREFORE, be it ordained by the City Council of the City of Naples, Texas;

PART ONE. That the requirements and guidelines for fire prevention and protection activities with the municipal boundaries of the City shall be as set forth in the attached Exhibit A and there shall be no constitution and by-law of the NVFD inconsistent therewith.

PART TWO. An agreement shall be executed which memorializes the NVFD's agreement to provide emergency services to the city. Such agreement shall be reviewed annually and, if acceptable, renewed annually, subject to modification. A proposed copy of the agreement is attached hereto as "Exhibit B", for illustrative purposes.

PART THREE. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

PART FOUR. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

PART FIVE. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

PART SIX. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

PART SEVEN. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PART EIGHT. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED, APPROVED and ADOPTED ON, the ____ day of _____, 2026.

CITY OF NAPLES, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)