

## Table of Contents

	Last Amended Date	Page
<b>DEFINITION Of TERMS - GLOSSARY</b>	<b>07Nov2023</b>	<b>3</b>
<b>ARTICLE I: NAME</b>		<b>4</b>
<b>ARTICLE II: PREAMBLE</b>		<b>4</b>
<b>ARTICLE III: MISSION and OBJECTIVES</b>		<b>4</b>
<b>ARTICLE IV: MEMBERSHIP</b>	<b>07Nov2023</b>	<b>5</b>
<b>ARTICLE V: ORGANIZATION</b>	<b>01Oct2024</b>	<b>9</b>
<b>ARTICLE VI: COMMITTEES</b>	<b>07Nov2023</b>	<b>18</b>
<b>ARTICLE VII: ELECTION OF OFFICERS</b>	<b>07Nov2023</b>	<b>19</b>
<b>ARTICLE VIII: MEETINGS</b>	<b>07Nov2023</b>	<b>20</b>
<b>ARTICLE IX: QUORUM</b>	<b>07Nov2023</b>	<b>21</b>
<b>ARTICLE X: FISCAL YEAR</b>	<b>07Nov2023</b>	<b>21</b>
<b>ARTICLE XI: EXPENDITURE OF FUNDS</b>	<b>07Nov2023</b>	<b>21</b>
<b>ARTICLE XII: RESIGNATIONS</b>	<b>07Nov2023</b>	<b>22</b>
<b>ARTICLE XIII: NEPOTISM POLICY</b>	<b>07March2023</b>	<b>22</b>

<b>ARTICLE XIV: DISBANDMENT</b>	<b>07Nov2023</b>	<b>23</b>
<b>ARTICLE XV: AMENDMENTS</b>	<b>07Nov2023</b>	<b>23</b>
<b>APPENDIX A: Harassment &amp; non-discrimination policy</b>	<b>07March2023</b>	<b>25</b>
<b>APPENDIX B: Service Provider Membership Requirements</b>	<b>07Nov2023</b>	<b>28</b>

## Definition of Terms – Glossary

- 1)** Fiscal Year / Fiscal Quarter- Fiscal year begins on October 1<sup>st</sup> of a calendar year and ends on September 30<sup>th</sup> of the following calendar year (i.e., October 1, 2023 to September 30, 2024). Fiscal quarters will be as follows – 1<sup>st</sup> Qtr. is October 1<sup>st</sup> to December 31<sup>st</sup>, 2<sup>nd</sup> Qtr. is January 1<sup>st</sup> to March 31<sup>st</sup>, 3<sup>rd</sup> Qtr. is April 1<sup>st</sup> to June 30<sup>th</sup>, 4<sup>th</sup> Qtr. is July 1<sup>st</sup> to September 30<sup>th</sup>.
- 2)** Active Member in Good Standing – a member that has completed all required training, satisfactorily meets their attendance requirements, and is in compliance with membership requirements defined in Article IV: Membership of the Bylaws.
- 3)** Bi-Monthly Operations Meeting-These sessions will be held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of every month for the purpose of training, apparatus or facilities maintenance, etc. Training will be conducted at Station #1, while other activities may be conducted at any of the three stations on a as needed basis.
- 4)** Personal Identifiable Information (PII) – Membership data that shall be safeguarded from public release. PII is inclusive of membership names, addresses, phone numbers, email addresses, social media and emergency contact information. PII may be shared in a limited format with membership as allowed by the Departmental policies and SOG's.
- 5)** Fire Ground / Operational Scene – the site of an active emergency call where FF/FR are conducting tasks in support of life safety, incident stabilization and property conservation. Such sites may be considered hazardous and require the use of PPE, situational awareness, and team coordination for safety.
- 6)** First Responder (FR)- a person among the first to arrive and provide assistance at the scene of an emergency. Duties include traffic control and communications, assisting in the care of injured or affected persons, and assisting as directed by incident command.
- 7)** FireFighter/First Responder (FF/FR)- a First Responder with additional training for firefighting, primarily to control and extinguish fires that threaten life and property, to rescue persons from confinement or dangerous situations, and the use of specialized equipment in support of tasks as directed by incident command.
- 8)** Support Member (SM)- a person that contributes to the department in a role other than FF/FR. SM personnel assist in maintaining departmental equipment, vehicles, and facilities. SM's **may** respond to emergency calls to assist with traffic control and communications, rehab services to FF/FR, and assisting as directed by incident command.
- 9)** Associate Member (AM)- a person that supports the fire department mission with skill sets that are value added towards department functionality. AM personnel do not respond to emergency calls and contribute specifically to administrative roles and departmental functional activity tasks.

# BY-LAWS OF THE WEST LAKE LIMESTONE VOLUNTEER FIRE DEPARTMENT

## **ARTICLE I: NAME**

The name of this organization shall be West Lake Limestone Volunteer Fire Department (the “Department” or “WLLVFD”).

## **ARTICLE II: PREAMBLE**

Having associated ourselves together as a volunteer fire department of Limestone County, Texas, on the 15th day of February, 1997, we pledge to support the laws and regulations of the Department, adopting the following regulations for our government on the 19th day of April, 1997. The active members of the West Lake Limestone Fire Department voted to adopt the following Constitution and By-laws for the Department to work and operate by. The West Lake Limestone Fire Department was organized on the 17th day of September, 1996. After which, the Department was incorporated through the State of Texas as a non-profit corporation known as West Lake Limestone Fire Department, Inc. The West Lake Limestone Fire Department, Inc. was incorporated by four (4) members known as the Board of Directors. The name of the department was amended to read “West Lake Limestone Volunteer Fire Department” (WLLVFD) by a certificate of amendment issued by the Office of the Secretary of State on the 26th day of March, 2007.

## **ARTICLE III: MISSION OBJECTIVES**

### **Section 1**

The members of the West Lake Limestone Volunteer Fire Department shall strive to protect lives and property of the citizens of Limestone County Emergency Services District #2 (LCESD#2) through fire suppression/rescue services, first responder services and mutual aid to other emergency service organizations. We

will serve this area to the best of our abilities through funding, equipping, and training of our members. We are committed to improving our effectiveness in serving the needs of the residents of LCESD#2, the County of Limestone and the State of Texas.

## **Section 2**

This department shall be a non-profit and non-political organization in terms set forth by the U.S. Postal Service and the Internal Revenue Service.

## **Section 3**

The West Lake Limestone Volunteer Fire Department shall consist of area volunteers.

## **ARTICLE IV: MEMBERSHIP**

### **Section 1**

- A. Membership in this Department is open to any property owner or full or part-time resident of the area served and others who qualify under this section.
- B. Any person requesting membership in the West Lake Limestone Volunteer Fire Department who resides outside the service boundaries of the Department will be considered for membership on a case-by-case basis.
- C. All applicants and members must comply with the WLLVFD Non-Discrimination & Anti-Harassment Policy attached as APPENDIX A at the end of this document.
- D. All new and current members must meet and comply with the requirements defined in Paragraph 6.5 through 6.9 of the current Emergency Service District #2-Service Provider Contract. See Appendix B below.
- E. The prospective member must present themselves at a regular monthly business meeting and membership be approved by a majority of members present at the next regular business meeting.

F. A new member will serve a 90-day probationary period in which time they are awarded all privileges of an active member in good standing with the exception of holding elected office or voting. The WLLVFD recognizes there are times, due to a person's past experience or Department needs, that probation is not in the best interest of the department and should be waived. In these cases, the probationary period may be waived in whole or in part upon the recommendation from the Fire Chief to the Board and a majority vote of approval by the board.

## **Section 2**

The classifications of membership shall be as follows:

### **A. FIREFIGHTER/FIRST RESPONDER (FF/FR)**

Firefighter/First Responders shall attend all required training and a minimum of 50% of regular monthly business meetings and 50% of department bi-monthly operations meetings every calendar year. This membership holds full voting privilege.

### **B. SUPPORT MEMBER**

Support members shall work for the Department in a capacity other than Firefighter/First Responder who may respond to calls and shall attend a minimum of 50% of regular monthly business meetings and 50% of department bi-monthly operations meetings every calendar year. This membership holds full voting privilege.

### **C. ASSOCIATE**

Associates shall work for the Department in a capacity other than Firefighter/First Responder and will not respond to calls. They shall attend a minimum of six (6) monthly business meetings and all required training meetings (i.e., Non-discrimination/Anti-harassment, etc.) per calendar year. The department will carry a maximum of 5 Associate positions within the department and consist of members with important skill sets needed by the department. This membership holds full voting privilege.

#### D. JUNIOR

The position of Junior Firefighter is open to any youth over 15 and under 18 years of age with a signed and notarized parental consent form. Juniors shall work with the Department in a training and resource capacity. This Junior member will help maintain equipment and learn the operations of the fire department. This Junior member may assist in a support role at emergency scenes, but may not help at emergency scenes with the operation of emergency equipment without direct consent of the Incident Commander. This membership does not hold voting privilege and does not count when determining a quorum.

#### E. INACTIVE

The Board of Directors may move a member to an inactive status in lieu of revocation of membership as described in Section 3 below. An inactive member is one who does not meet the business meeting and training requirements and has stopped attending Department functions and it is deemed in the best interest of the Department not to revoke membership of this member. This determination is made on a case-by-case basis. Return to active status requires attendance at two (2) consecutive business meetings, must be requested, and must receive a majority vote during the 2nd business meeting to regain Active status. An inactive member does not hold voting privilege and does not count when determining a quorum. A member inactive for twelve (12) months must return all equipment to WLLVFD.

### **Section 3**

Revocation of membership may be made of any member at any time.

Membership may be revoked:

1. For failure to attend required meetings/training:
2. For failure to meet attendance requirements for their membership classification.
3. If member has moved from service area:

4. For infractions of by-laws or SOGs where warranted:
5. Or for other infractions deemed by the membership to warrant revocation.

A majority of active members in good standing with voting privilege is required for revocation of membership.

#### **Section 4**

##### ABSENCE POLICY (Excused Absences)

Excused absences from all meetings or drills shall be presented in writing (USPS mail, email, or text) prior to the event except in an emergency, then by phone and/or text message to the President, Vice President, Chief or Assistant Chief.

Excused absences from regular meetings, special meetings or drills shall be granted at the discretion of leadership. Members can be required to provide documentation to support the absence. Examples of excused absences include but are not limited to; sickness of the member or the member's family, death of family member, work, religious reasons, jury duty, special occasions, and military service.

##### LEAVE OF ABSENCE

All requests for a leave of absence must be submitted in writing (USPS mail or email) to the President or Chief. Members requesting the leave must be an active member in good standing and no leave shall be granted for a period longer than one hundred eighty (180) days at a time. This does not apply to a member entering the Armed Services or the Merchant Marines. These members shall be granted a leave covering the term of the enlistment, plus ninety (90) days.

The President or Chief shall report all excuses granted at the next regular business meeting.

No member shall be excused from an incident scene except by the officer in charge or incident commander.



## **ARTICLE V: ORGANIZATION**

The West Lake Limestone Volunteer Fire Department organization shall be comprised of:

### **A. Board of Directors**

The Board of Directors (or “the Board”) is comprised of the President, Vice President, Secretary, Treasurer and Fire Chief. The positions of Secretary and Treasurer may be combined into one position as directed by the Board. Probationary members appointed to a board position shall immediately have their probationary period waived and voting privileges granted.

The duties of the Board of Directors are as follows:

#### **The President:**

1. Shall preside at all meetings.
2. Shall enforce the Bylaws, Departmental policies, and SOG's.
3. Shall represent or designate a board member to represent the Department at ESD meetings.
4. Shall, along with the Fire Chief, act as the official representative at all functions and hearings concerning the Department.
5. Shall sign all contracts and leases.
6. Shall appoint committees.
7. Shall cooperate in routinely submitting, to the Fire Chief, grant information meeting the goals of WLLVFD.
8. SHALL attend a majority of the regularly scheduled business meetings.

**The Vice President:**

1. Shall work diligently with the President regarding WLLVFD issues.
2. Shall enforce the Bylaws, Departmental policies, and SOG's.
3. Shall assume the duties of the President if the President becomes unavailable, resigns or is removed from office.
4. Shall maintain accurate records of the membership roster with contact information (PII), and the membership participation at all departmental meetings and events.
5. Shall record minutes of the meetings if the Secretary is unable to attend.
6. Shall liaise with the Fire Chief and officers to develop and maintain the membership's duty roster of assignments, training and qualifications, membership handbook, Index of Departmental Policies, and SOG's.
7. Shall coordinate with the appropriate webmaster to ensure updates to the departmental website and social media profiles.
8. Shall cooperate in routinely submitting, to the Fire Chief, grant information meeting the goals of the WLLVFD.
9. Will attend a majority of the regularly scheduled business meetings.

**The Secretary:**

1. Shall keep and maintain the minutes and proceedings of all meetings.
2. Shall liaise with the Captain(s) to develop Department reports.
3. Shall handle incoming and outgoing correspondence.
4. Shall assist the Vice President to maintain accurate records of member's contact information (PII), and the membership participation at all departmental meetings and events.

5. Shall assist the Vice President in maintaining the membership's duty roster of assignments, training and qualifications.
6. Shall establish and maintain a permanent filing system and repository of department records.
7. Shall assume the duties of the Treasurer if the Treasurer becomes unavailable, resigns, or is removed from office.
8. Shall remain aware of the department's financial accounting status via administrative reports and recorded minutes.
9. Shall cooperate in routinely submitting, to the Fire Chief, grant information meeting the goals of WLLVFD.
10. Will attend a majority of the regularly scheduled business meetings.

**The Treasurer:**

1. Shall maintain custody of all funds, securities, and assets of the Department and shall provide full and complete records of assets and liabilities of the Department.
2. Shall provide a detailed monthly accounting of all incomes and disbursements and furnish an annual itemized report, both of which shall become part of the minutes of the meeting at which it is presented.
3. Shall submit financial statements including IRS and other tax records with appropriate bodies.
4. Shall submit Funding Requests to ESD#2 for reimbursement on a monthly basis.
5. Shall perform purchasing / procurement activities.
6. Shall submit books, records and reports for audit by an independent body of the Board's choice as required.

7. Shall cooperate in routinely submitting, to the Fire Chief, grant information meeting the goals of WLLVFD.
8. Shall maintain the Department's social media profile and editing access
9. Will attend a majority of the regularly scheduled business meetings.

### **The Fire Chief:**

1. Purpose of the position:

Working cooperatively with the Board of Directors, the Fire Chief will administer, plan, direct and control all aspects of the fire department. The Fire Chief will also administer applicable local, state and federal fire regulations. Administrative duties include planning, directing and controlling all fire department activities including recruitment and retention of personnel, purchase of equipment, control of expenditures, preparation of budget estimates, assignment of personnel & equipment, and disciplinary procedures. The Fire Chief consults with WLLVFD Board of Directors on issues of policy and planning but works independently in supervising technical operations. The Fire Chief is the only departmental member that serves within administrative chain of command (BOD) and Operational chain of command.

2. Duties and Responsibilities:

Plan, direct, supervise, and support the activities of the fire department.

Establish and implement operational policies, procedures, directives and guidelines.

Establish and implement training programs based on recognized standards.

Ensure adequate administrative, training, response, maintenance and other records.

Prepare and submit annual budget and long-range planning recommendations to the board for ratification.

Ensure expenditures are made within approved limits.

Ensure that all local policies and processes are adhered to.

Maintain an effective working relationship with all local government entities.

Ensure inquiries and complaints regarding fire department activities are handled promptly, efficiently, effectively and politely.

Liaise with representatives of neighboring fire departments on issues of mutual concern.

3. Organizational relationships:

The Fire Chief works cooperatively with the WLLVFD Board of Directors and serves as a voting member of the Board of Directors.

4. Recommended qualifications:

High school graduate or GED equivalent

A minimum of five (5) years of experience with a fire department

Progressive responsibility within the fire service

Previous experience as a fire officer

Previous management experience is preferred

5. Occupational certification:

Certified firefighter through a recognized state or federal agency is preferred.

6. Knowledge:

Knowledge of fire department operational guidelines, policies, procedures and applicable local by-laws, regulations, acts and standards

Knowledge of NFPA 1001 and NFPA 1002 firefighter training standards and OH&S regulations

Knowledge and training in ICS to a minimum of NIMS 400

Knowledge of the community and fire protection area

7. Skills and abilities:

Ability to be an effective leader

Ability to organize and delegate

Ability to effectively administer the operations of the fire department

Ability to communicate verbally and in writing and maintain positive public relations

Ability to supervise and participate in preparation of reports, records and correspondence

Willingness and commitment to participate in training programs and workshops

8. Compensation:

The Fire Chief may receive compensation in the way of expenses, reasonable benefits, and/or a nominal stipend. The amount of compensation is not guaranteed and will be determined during the annual budget cycle, not to exceed twenty (20) percent of the total compensation package paid to a professional career Fire Chief in the area.

Any and all compensation will be paid in arrears after all duties of the Chief have been satisfactorily completed as determined by the board. Compensation will be paid within the first 7 days of the month following the month in which the Chief performed their duties. Should the position be filled or vacated for a partial month, the compensation will be prorated for that month.

## **B. Officers & Members**

The duties of the Officers and Members are as follows:

### **The Assistant Fire Chief(s):**

1. shall work with and support the efforts of the Fire Chief as directed
2. shall be responsible for scheduling, organizing, documenting and/or conducting department apparatus and equipment maintenance
3. shall perform all duties of the Fire Chief when the Fire Chief is not available or is unable to perform his/her duties
4. shall cooperate in routinely submitting, to the Fire Chief, grant information meeting the goals of WLLVFD.

### **The Fire Captain(s):**

1. shall be responsible for all fire station grounds and fire equipment and see to its proper care and maintenance.
2. shall keep a current inventory of fire departments assets
3. reports to the Assistant Chief
4. shall work with and support the Fire Chief and Assistant Fire Chief as directed in the performance of his/her duties
5. shall cooperate in routinely submitting, to the Fire Chief, grant information meeting the goals of WLLVFD.

### **The Lieutenant(s):**

1. shall be appointed and assigned to a station by the Fire Chief
2. shall be assigned to and oversee the maintenance of a station and vehicles at that station
3. shall report to the Captain

**Firefighters/First Responders:**

1. shall attend all drills and meetings when possible.
2. shall support the Captain, Assistant Chief and Fire Chief as directed in the performance of their duties
3. shall be assigned as necessary to accomplish the mission of the fire department
4. shall report to the Captain and/or the Incident Commander and shall obey his/her orders

**Fleet Manager:**

1. Shall report to the Chief and Assistant Chief
2. Shall be responsible for maintaining all WLLVFD vehicles, through repair or gaining approval to send out for repair.
3. Shall maintain EVT (Emergency Vehicle Technician) certification.
4. Shall create & maintain maintenance records on all rolling stock .
5. The Fleet Manager may receive compensation in the way of expenses, reasonable benefits, and/or a nominal stipend. The amount of compensation is not guaranteed and will be determined during the annual budget cycle.

Any and all compensation will be paid in arrears after all duties of the Fleet Manager have been satisfactorily completed as determined by the board. Compensation will be paid within the first 7 days of the month following the month in which the Fleet Manager performed their duties. Should the position be filled or vacated for a partial month, the compensation will be prorated for that month.



**Support Members:**

Shall support the administrative and operational functions of the department as needed. Are required to attend a minimum of 50% of regular monthly business meetings and 50% of department maintenance & training meetings every calendar year.

**Associates:**

Associates shall work for the Department in a capacity other than Firefighter/First Responder and will not respond to calls. They shall attend a minimum of six (6) monthly business meetings and all required training meetings per calendar year.

**Compensation:**

Each firefighter/first responder and support members will receive compensation in the way of a 'per call' award. The number of calls responded to by each active member in good standing which they arrive at the scene or were disregarded in route, determined from official run reports, will be multiplied by the amount of a stipend which will be determined during each annual budget cycle. This "per call" award will be presented to each responder once annually. The annual stipends for each responder will be calculated by the Fire Chief's office and submitted to the Board for approval.

Any and all compensation will be paid in arrears after all responder's activities have been reviewed and approved by the board. The Responder Reward Program stipends will be paid on an annual basis after the start of the new fiscal year in which the responder performed their duties. Rewards are distributed at the Annual Awards Banquet & Holiday Party.

## **ARTICLE VI: COMMITTEES**

The standing committees for WLLVFD are as follows:

**Fundraising committee:** This committee shall be selected and serve for a period of one (1) year. The responsibility of this committee is to design, develop, recommend and coordinate fundraising activities for the Department.

**Membership committee:** This committee shall be selected and serve for a period of one (1) year. The responsibilities of this committee are to evaluate new member processes and monitor membership requirements. The membership committee is responsible to recommend candidates for membership to the WLLVFD Board and members prior to the vote for candidate admission to the West Lake Limestone Volunteer Fire Department. This evaluation is based on a review of the candidate's application, background check, and interviewing the candidate. All new members must meet and comply with the requirements defined in Paragraph 6.5 through 6.9 of the current Emergency Service District #2-Service Provider Contract. See Appendix B below.

**Bylaws committee:** This committee shall be selected and serve for a term as designated by the President. The responsibilities of this committee are to

1. receive proposed bylaw changes from the membership
2. coordinate, research, and/or revise proposals to include final wording
3. present finalized proposals to the WLLVFD Board and members in accordance with bylaws amendment process.
4. with Board assistance, conduct member voting on bylaws amendments.
5. the bylaws committee will also be responsible for creating and maintaining the bylaws amendment process (detailed as a separate administrative guideline) in accordance with the general bylaws' language presented in article XV of these bylaws. The bylaws amendment process shall fulfill the goals of: 1) transparency

of activities to the WLLVFD Board: 2) orderly, future-oriented changes aligned with the WLLVFD Board's strategic goals: and 3) risk mitigation for the department.

**Other committees:** May be selected for a specific function and serve for a period not to exceed one (1) year.

The Fire Chief is an honorary member of all committees.

## **ARTICLE VII: ELECTION OF OFFICERS**

The President, Treasurer, and Assistant Chief will be elected in even numbered years for a period of two years. The Fire Chief, Vice President, Secretary and Fire Captain will be elected in odd numbered years for a period of two years.

Elections of these board members and officers shall be by official ballot which will be distributed to eligible voting members. Nominations will take place at the October business meeting. Nominations will not be self-made. Any member may have the option to accept or decline his/her nomination. Probationary members are not eligible to be nominated for, or elected to an elected position.

Unopposed candidates will be voted in by acclamation and require no ballot.

The Secretary will create official ballots from the nominations and shall make ballots available three (3) weeks before the November meeting for voting by the members. Ballots must be obtained from the Secretary by the member prior to or at the November meeting.

The official ballots will be placed in the ballot box as received after distribution to members to vote.

After all, submitted ballots have been received, at least two board members will open and count the ballots outside of the general meeting. Votes will be counted from official ballots only. The results of the election will be announced immediately and the selectees will begin their term of service the following January, being sworn in at the January business meeting.

A person elected to a designated position shall not serve in any other elected position simultaneously. Specifically, a member may occupy one Officer position only. Members elected or appointed to an Officer role must formally resign a previous role, in writing, prior to the assumption of a different Officer role.

## **ARTICLE VIII: MEETINGS**

### **BUSINESS MEETINGS:**

Regular business meetings shall be held monthly on the 1<sup>st</sup> Tuesday of each month. The dates, times, and location will be published annually on the website. Changes to the published monthly business meeting times or location will occur only for due cause and will be adequately communicated to all members and the public with at least seven (7) days' notice.

### **BOARD MEETINGS:**

Regular board meetings shall be held one hour prior to regularly scheduled business meetings. Regular board meeting dates, times, and location shall be published annually on the website. Emergency board meetings shall be adequately communicated to all members and the public prior to the meeting occurring.

### **BI-MONTHLY OPERATIONS MEETINGS:**

Regular bi-monthly operations meetings will be held on the 2<sup>nd</sup> & 4<sup>th</sup> Tuesday of each month. These meetings will be held at Station #1 for training and at one or more of the three stations for maintenance work.

### **SPECIAL/EMERGENCY MEETINGS:**

Special/Emergency meetings can be held for due cause. Any board member may call a special meeting. Any non-member may attend these meetings as an audience member only unless allowed to speak by the leader of the meeting.

## **ARTICLE IX: QUORUM**

Board of Directors meetings (regular, special, or emergency):

Fifty one percent (51%) of board members must be present to fulfill a quorum and likewise for any necessary action to be taken. Any action taken by a majority of the quorum shall constitute a legal vote and recorded in the meeting minutes.

Business meetings (regular, special, or emergency):

Fifty one percent (51%) of total active members in good standing must be present to fulfill a quorum and likewise for any necessary action to be taken. Any action taken by a majority of the quorum shall constitute a legal vote and recorded in the meeting minutes.

## **ARTICLE X: FISCAL YEAR**

The fiscal year of the Department shall begin on October 1<sup>st</sup> of each year and end on September 30<sup>th</sup> the following year.

## **ARTICLE XI: EXPENDITURES OF FUNDS**

An annual operating budget will be presented to and approved by a quorum and majority vote of membership prior to the beginning of the fiscal year.

Excluding approved operating budget expenses, expenditures of less than two hundred dollars (\$200) require approval of two board members, and expenditures of two hundred dollars (\$200) or more require a quorum and a majority vote of membership. Expenditures in excess of the approved budget shall require a quorum and a majority vote of membership.

Reimbursement of non-budgeted expenditures by members of less than two hundred dollars (\$200) requires prior approval by any two board members in writing and receipts shall be provided to the Treasurer.

All checks must be signed by one eligible signer.

The Fire Chief, under emergency situations, has the authority to spend two thousand dollars (\$2000) for emergency purposes.

## **ARTICLE XII: RESIGNATIONS**

Should a Board Member or an Officer resign from his/her position, or leave that position for any other reason, the Board of Directors shall have the authority to appoint a replacement to complete the term of the vacant position. A Special Board meeting must be called, a quorum formed, and a majority vote of the quorum to approve the appointment.

## **ARTICLE XIII: NEPOTISM POLICY**

The WLLVFD acknowledges the Texas State Code, Title 5. Open Government; Ethics Subtitle B. Ethics Chapter 573 and shall use said policy as a guiding principle for establishing departmental policies. WLLVFD seeks to prevent any potential for nepotism, cronyism, and any forms of favoritism, thereby reducing the risk of personnel problems and/or conflicts of interest that could develop within membership amongst family members and/or relatives.

Members shall work with department leadership to ensure no conflict of interest exists within the operational chain of command between family members and/or relatives. Department leadership shall foster, where possible, the efficient administration and organizational function of WLLVFD by ensuring no member is assigned under the direct or indirect supervision of another member who is a member of their immediate family. Immediate family is defined as members of the same household, relative through bloodline or adoption, and/or marriages. Specific to the department and its leadership, WLLVFD "The Fire Chief and Assistant Chief will not be related to any member on the ESD Board or WLLVFD Board of directors by marriage or direct bloodline."

To further reduce risk of potential problems and/or conflicts of interest, no WLLVFD member shall hold a position where a member supervises, checks, or audits the work of another WLLVFD member within their immediate family, nor shall any member hold a position where another family member's work is checked or audited by a member of the same immediate family of that member.

If/when a member of a household or direct relation to any other member holds a senior elected position on the Board (Pres, VP, Sec, Treas or Fire Chief) or any Line Officer position (Assistant Chief, Captain, or LT), both members shall refrain from any votes or decisions that affect the other member. Accordingly, members related as immediate family to other members shall "abstain" concerning all votes where their family members are involved with respect to any elected position.

#### **ARTICLE XIV: DISBANDMENT**

This Department shall not disband except by 3/4<sup>th</sup> majority vote of the active members in good standing. Upon disbandment of West Lake Limestone Volunteer Fire Department, the Board of Directors shall pay or make provisions for the payment of all liabilities of the department. After payment or provision of payment is completed, the Board shall transfer all the remaining assets to Limestone County ESD #2 for distribution of WLLVFD assets as they see necessary to protect the taxpayers that reside in LCESD #2.

#### **ARTICLE XV: AMENDMENTS**

These bylaws may be amended or altered at any regular monthly business meeting by a two-thirds vote of the active members in good standing present. Any revision or amendment must be presented in writing to the membership at a monthly business meeting prior to the business meeting at which the vote will be taken. All elected revisions or amendments immediately supersede previous publications.

## Revision / Amendment Log:

<b>Date of Change</b>	<b>Description of Change</b>
01September2018.	Last recorded revision
07 Mar 2023	Non-Discrimination & Anti-Harassment Policy adopted and added as Appendix A at the end of this document
07 Mar 2023	Nepotism Article adopted. Revised format, inserted ART XIII
07 Mar 2023	Excused Absence Policy adopted, inserted as Article IV, Sect 4
07 Mar 2023	Update to “Article VIII: Meetings” to provide more flexibility in scheduling business meetings
07 Mar 2023	Update to “Article XI: Expenditures of Funds” to provide greater control to the membership but allow unexpected expenses to be paid efficiently.
07Nov2023	Added “Definition of Terms” page
07Nov2023	Updated Article IV: Membership to align member requirements with the ESD2-WLLVFD contract and revise probationary terms. Added “Support Member” classification and updated attendance/training requirements for each classification
07Nov2023	Updated Article V: Organization to clarify duties and expectations of Board of Director roles. Revised compensation policy to only pay in arrears. Created/added “Fleet Manager” position
07Nov2023	Updated Article VI: Committees to clarify that new members must comply with ESD2-WLLVFD contract requirements
07Nov2023	Updated Article VII: Election of Officers to clarify that probationary members cannot be nominated or elected to an elected position but could be appointed should a vacancy occur.
07Nov2023	Updated Article VIII: Meetings to clarify timing and add bi-monthly operations meetings
07Nov2023	Updated Article IX: Quorum to clarify what constitutes a quorum for Board, Business, Special, & Emergency meetings
07Nov2023	Updated Articles X, XI, & XII to further clarify and define the existing article.
01Oct2024	Updated Article V, Rewards program stipends to be distributed at Annual Awards Banquet & Holiday party



## **APPENDIX A: Non-Discrimination & Anti-Harassment Policy.**

The West Lake Limestone Volunteer Fire Department (WLLVFD) is committed to an environment in which all individuals are treated with respect and dignity. Each individual has the right to work and participate as a member or volunteer of WLLVFD and to participate in WLLVFD events or activities in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, WLLVFD expects that all relationships among persons, including management staff, officers, directors, members, volunteers and WLLVFD event attendees will be business-like and free of bias, prejudice and harassment. This policy has been enacted by the Board to ensure that all officers, directors, volunteers, members and event attendees can actively participate in WLLVFD's activities in an environment free from unlawful harassment, discrimination, retaliation and other forms of inappropriate and/or offensive conduct. The WLLVFD Board of Directors will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any WLLVFD officer, director, member, volunteer or WLLVFD event attendee who has questions or concerns about these policies should talk with the WLLVFD President or Fire Chief. These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in any WLLVFD activities or programs. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of WLLVFD strictly prohibit disparate treatment on the basis of sex or any other protected characteristic with regard to participation in WLLVFD governance, program volunteer or member activities or other WLLVFD events or conferences. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them. Equal Employment Opportunity It is the policy of WLLVFD to ensure equal opportunity to participate as a WLLVFD officer, director, member, associate member or event attendee without discrimination or harassment on the basis Serving Limestone County Emergency Service District #2 of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. WLLVFD prohibits any such discrimination or harassment. Retaliation WLLVFD encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of WLLVFD to promptly and thoroughly investigate such reports. WLLVFD prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Sexual Harassment Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, including when such conduct has the purpose or effect of unreasonably interfering with an individual's performance or work as a volunteer or creating an intimidating, hostile or offensive work or volunteer activity environment. Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment:

a) quid pro quo, and b) hostile work or volunteer environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace or at association events or meetings of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature. Harassment Appendix on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that:

a) has the purpose or effect of creating an intimidating, hostile or offensive work or volunteer environment, b) has the purpose or effect of unreasonably interfering with an individual's work or volunteer performance, c) otherwise adversely affects an individual's employment or volunteer opportunities, or d) adversely affects an individual's participation in an WLLVFD sponsored event, activity or conference. Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere at an WLLVFD event or meeting or using WLLVFD equipment by e-mail, phone (including voice messages), text messages, social networking sites, applications or other means. Individuals and Conduct Covered These policies apply to all WLLVFD officers, directors, members, and associate members, including those attending and participating in WLLVFD events or conference. Conduct prohibited by these policies is unacceptable in the association's business, volunteer or meeting environments. Reporting an Incident of Harassment, Discrimination or Retaliation WLLVFD encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with the WLLVFD Executive Director, Chair or WLLVFD's legal counsel. In addition, WLLVFD encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. WLLVFD recognizes, however, that an individual may prefer to pursue the matter through complaint procedures. Complaint Procedure Individuals who believe they have been the victims of conduct prohibited by this policy or reasonably believe they have witnessed such conduct should discuss their concerns with the WLLVFD President or Fire Chief. Upon review of the facts, the WLLVFD President or Fire Chief may refer the matter to the WLLVFD Board of Directors for further consideration and action. WLLVFD encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. WLLVFD will endeavor to

maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, but are not limited to, suspension or termination of WLLVFD membership, censure, removal from office in the case of an WLLVFD officer or director, , or revocation or suspension of the privilege of attending or participating in WLLVFD events or activities. The decision of the Board of Directors on such matter will be final. False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action, including, but not limited to, suspension or termination of membership, removal from office in the case of an WLLVFD officer or director, or revocation or suspension of the privilege of attending or participating in WLLVFD events or activities. Training All WLLVFD officers, directors, members, and associate members shall receive training on this policy initially within 90 days of membership approval and refresher training annually thereafter. Effective March 7, 2023

## **APPENDIX B:** Service Provider Membership Requirements

The following is extracted from the service provider contract between Emergency Services District #2 and WLLVFD effective October 1, 2023- September 30, 2024. Should contract be revised or updated, the contract shall be the determining and default document for membership requirements.

6.5 The Service Provider 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. The Service Provider recognizes that the forms of service being provided under this Agreement involve highly dangerous and life-threatening situations and that cooperative and unified action by the individuals or entities providing services under this Agreement is imperative. The Service Provider will act promptly to impose the necessary discipline to ensure that individual members of the Service Provider providing services under this Agreement consistently comply with the standard of conduct imposed by this section of the Agreement.

6.6 Service Provider agrees to amend any applicable documents and procedures to ensure that all current and future applicants for membership with Service Provider shall consent to a background check consisting of a minimum of criminal history, 5-year driving record, sexual offender, and social security number verification before they are accepted as members of the Service Provider. Service Provider also agrees to implement policies and procedures to preclude or restrict membership in Service Provider of individuals with unsafe driving records or criminal histories which may affect the perception of the Service Provider or the District or otherwise endanger the life, health, safety, or property of residents or visitors in the District.

6.7 Service Provider agrees to amend its By-Laws and other applicable documents and procedures to ensure that it remains qualified as an emergency services organization and governmental unit as may be required by law.

6.8 The Service Provider understands and agrees that the District requires that the policies and procedures (hereafter "Standard Operating Guidelines") required herein, will be provided to each and every paid employee and volunteer member of any category upon the commencement of the member's participation with the Service Provider. The Service Provider shall prepare and utilize Standard Operating Guidelines for use by all members of the Service Provider, whether paid or volunteer. The Standard Operating Guidelines shall contain not only that information required above, but also the general policies of the Service Provider outlining the proper procedures and policies for the services provided to the District by the Service Provider under this Agreement.

6.9 While the District recognizes the Service Provider and its individual members have the right to participate in an appropriate manner in any political activity, the District requests the Service Provider and its members to refrain from any campaign or other political activity by its members when they are working, volunteering, or otherwise providing services

under this Agreement. As each resident of the District has a right to his or her own political decisions and opinions, the Service Provider, as a non-profit corporation under the laws of the State of Texas and a tax exempt organization under the applicable provisions of the Internal Revenue Code of 1986, agrees voluntarily not to campaign, support, or promote any candidate for public office during the duration of this Agreement. If a member of the Service Provider's organization desires to publicly endorse a candidate verbally or in writing, he or she agrees to do so as an individual and not use the organization's title or position in any endorsement. This provision is not inserted herein to prevent or infringe on any individual's or organization's rights of free speech, but rather as a reasonable and necessary compromise and agreement between the District and the Service Provider to behave in a courteous, professional and respectful manner to the residents of the District and the general public.