

1498

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---|---------------------------------------|--------------|
|                               |   | Controlling                           | Intermediary |
|                               |   |                                       |              |
|                               |   |                                       |              |
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|                               |   |                                       |              |
|                               |   |                                       |              |

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

14g

# **FULLY EXECUTED**

**January 11, 2016**

**(Previously Approved-fully signed copies provided to County Clerk)**

- 1. Fire Dept-City of Bridgeport**
- 2. Cottdale VFD Dumpsite Lease**

14F

**INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS  
AND THE CITY OF BRIDGEPORT, TEXAS FOR FIRE PROTECTION AND FIRST RESPONDER  
SERVICES**

**THE STATE OF TEXAS    §  
                                  §  
COUNTY OF WISE        §**

**FISCAL YEAR 2015-2016**

**WHEREAS**, this agreement is made between Wise County, Texas (COUNTY) and the City of Bridgeport, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responder services outside the corporate limits of municipalities in the COUNTY; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the city limits of Bridgeport, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

**NOW, THEREFORE** in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**PUBLIC PURPOSE**

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

**CITY OBLIGATIONS**

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

- (A) The CITY's Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Fire Department. Further, the CITY's Fire Department agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the CITY's Fire Department. Additionally, the CITY's Fire Department agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

- (B) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Fire Department does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Fire Department may utilize any COUNTY equipment provided to the CITY's Fire Department under this contract. However, it is expressly agreed and understood that the **CITY SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S FIRE DEPARTMENT WITHIN A MUNICIPALITY.**
- (C) The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department's members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contract.
- (D) The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. All fire fighters must be properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The CITY's Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.
- (E) It is agreed that the CITY's Fire Department shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.
- (F) The CITY's Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.
- (G) The books and records maintained for operating the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

- (H) The CITY's Fire Department shall submit a financial report to the COUNTY, no later than three months after the close of the Fire Department's fiscal year.
- (I) The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.
- (J) The CITY's Fire Department shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.
- (K) If the CITY'S Fire Department is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.
- (L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

#### **CONSIDERATION**

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed \$4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

#### **GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE 791.006 (A-1)**

In difference to 791.006(a), in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

#### **NOTICE OF NONAPPROPRIATION**

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

#### **DEFAULT**

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled all available options under the termination and dispute resolution sections of this Agreement.

#### **TERM AND RENEWAL**

The effective date of this agreement shall be October 1, 2015, or the date that both parties have signed within the 2015-2016 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2016.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

#### **TERMINATION**

**By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.

**For Nonappropriation of funds:** As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.

**By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

#### **DISPUTE RESOLUTION**

**Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

**Notice.** A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

**First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

**Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

**Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

**Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

## GENERAL PROVISIONS

**Agent of the COUNTY for Certain Limited Purposes Only:** The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the CITY, is not an agent of the COUNTY for any other purpose.

**NIMS- National Incident Management Systems:** The CITY's Fire Department shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All Fire Department members shall complete NIMS 100, 200, 700 and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

**Severability Clause:** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**Counterparts:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

### Notices:

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge  
P.O. Box 393  
Decatur, Texas 76234

**To CITY:** Any notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City of Bridgeport  
900 Thompson Street Address  
Bridgeport, Texas 76426

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**Authority to Contract:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**Governing Law/Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

**Entire Agreement:** This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

**Amendment:** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective this the 15<sup>th</sup> day of October, 2015

WISE COUNTY

[Signature]

Wise County Judge

Date: 9/8/15

CITY OF BRIDGEPORT

By: [Signature]

Title: Mayor

Date: 12-15-15

WISE COUNTY FIRE MARSHAL

[Signature]

Wise County Fire Marshal

Date: 9/8/15

BRIDGEPORT FIRE DEPARTMENT

By: [Signature]

Title: Fire Chief

Date: 12-15-15

Agreement of Lease

The State of Texas

County of Wise

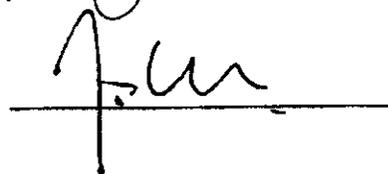
Made this first (1<sup>st</sup>) day of October, 2015

The Lesser does by these presents Lease and Demise unto the said Lessee the following described property, to-wit; Lying and being situated in the town of Cottondale and the County of Wise, State of Texas and being designated "County Dump Station, Cottondale", located on FM2123 and one mile west of Cottondale, on property owned by Cottondale Volunteer Fire Department, Inc. for the term of 12 months and automatically renewing on the anniversary each year given a sixty (60) day notice of intent has not been submitted by either party. Lease to begin October 1, 2015 to be occupied as the Wise County Dump Station, Cottondale, and not otherwise, paying therefore the sum of \$1,200.00, payable in one payment due on November 1 of each year the conditions and covenants following:

1. That the lessee shall pay rent at PO Box 1987 Boyd, Tx 76023
2. That the Lessee shall take good care of the property and suffer no waste; and shall at Lessee's own expense and cost keep said premises in good repair during the term of the lease.
3. At the end or other expiration of the term shall deliver up the premises in good order and condition' all alterations, additions, and improvements, except trade fixtures, put in at the expense of Lessee shall be the property of the Leaser and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease.
4. Lessee shall pay the water, tax on said premises, and utilities incurred.
5. It is expressly understood should the Lessee decide to move from the premises, a notification of two months will be given in advance of said move, and the leased payment I non-refundable. It is expressly understood should the Lesser decide to build on the premises, a notification of two months will be given in advance of said requested move of the dump station, and the leased payment is non-refundable.
6. Cottondale Volunteer Fire Department/building trash will be dumped at no charge when presented at the Cottondale Dump location only; a no charge is for department/building trash only – not member trash. Identification can be required of any person presenting trash for said department.

In testimony whereof, the parties of this agreement have hereunto set their hands, the day and year above written.

 Cottondale Volunteer Fire Department (Lesser)

 Wise County Texas (Lessee)

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NCTEX

NOV 20 2015 PM 3:13



Remit to: North Central Texas Council of Governments  
 Attn: Accounts Receivable  
 P.O. Box 5888, Arlington, Texas 76005-5888

Invoice Number: INV-0000015094 Invoice Date: 2015-11-18  
 Invoice Amount: 3,000.00 Invoice Due Date: 2015-12-17

**Bill To:**

WISE COUNTY

Customer ID C-0000002821

P.O. BOX 393

DECATUR TX 76234

**ENTERED**

NOV 27 2015

PROJECT NAME: CASA - Local

DESCRIPTION: Collaborative Adaptive Sensing of the Atmosphere (CASA WX) -CASA Membership Dues 2016

BILL NUMBER:

CUSTOMER REFERENCE

TOTAL AMOUNT DUE: \$3,000.00

12-5-409-481  
 I hereby certify that the goods/services described have been used in the services of Wise Co. Tx. I certify that to the best of my knowledge, they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.

Signature/Date:

*[Handwritten Signature]*  
 11/24/15

Terms: Net 30

For inquiries contact Administration at [billings@nctcog.org](mailto:billings@nctcog.org), include the invoice number in the Subject line. Please remit yellow copy of invoice with payment and reference the invoice number on check stub. If your agency is tax exempt, fax your exemption certificate to 817-640-7806. Attn:Accounts Receivable

14g

NCTEX

RECEIVED  
NOV 06 2015



Remit to: North Central Texas Council of Governments

Attn: Accounts Receivable  
P.O. Box 5888, Arlington, Texas 76065-5888

BY: C.S.

Invoice Number: INV-000015335  
Invoice Amount: \$619.70

Invoice Date: 2015-10-30  
Invoice Due Date: 2015-11-29

Bill To:  
WISE COUNTY  
HONORABLE J.D. CLARK  
P.O. BOX 393

Customer ID C-0000002821

DECATUR, TX 76234

DUPLICATED

Annual membership dues to the North Central Texas Council of Governments for the period October 1, 2015 through September 30, 2016.

Based upon estimated population of 61970 computed at 0.01 per capita.

619.70

ENTERED

DEC 11 2015

12-5-409-481

I hereby certify that the goods/services described have been used in the services of Wise Co. TX. I certify that to the best of my knowledge, they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.

TOTAL AMOUNT DUE:

\$619.70

Signature/Date:

*[Signature]*  
11/20/15

Terms: Net 30

For inquiries contact Administration at 817-695-9120.

ORIGINAL - WHITE; REMITTANCE - YELLOW

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# **RENEWALS**

**January 11, 2016**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Dustin Copier- Sheriff Office Commissary**
- 2. IPlow-County Clerk**