

FY2020 CONTRACT
CITY OF MINEOLA, TEXAS - WOOD COUNTY, TEXAS
FIRE PROTECTION AND EMERGENCY SERVICE

STATE OF TEXAS X

COUNTY OF WOOD X

WHEREAS, the City of Mineola, Texas, a municipal corporation, has the Mineola Volunteer Fire Department to provide fire protection and emergency service to the citizens of the City of Mineola, Texas, and

WHEREAS, Wood County, Texas, pursuant to Local Government Code section 352.001 may furnish fire protection and emergency service to the residents of the County outside municipalities, and the City of Mineola, Texas, and Wood County, Texas, desire to enter into an agreement under the provisions of Chapter 791, the Interlocal Cooperation Act, Section 791.011, State of Texas Government Code, and Local Government Code Section 352.001, in order that Wood County, Texas, through the City of Mineola, Texas, may provide fire protection and emergency service for portions of Wood County, Texas, outside municipalities.

NOW, THEREFORE, THIS AGREEMENT is made and entered into this the 1st day of October, 2019, by and between the CITY OF MINEOLA, TEXAS, a municipal corporation, and WOOD COUNTY, TEXAS, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the City and County agree as follows:

1. That under the provisions of Chapter 791, the Interlocal Cooperation Act, Section 791.011, State of Texas Government Code, and Local Government Code, Section 352.001, the City of Mineola, Texas, agrees to provide fire

protection and emergency service to portions of Wood County, Texas, outside the city limits of Mineola, Texas.

2. That for such services to be provided to Wood County, Texas, and its citizens through and under its contract with the City of Mineola, Texas, Wood County, Texas, agrees to pay the City of Mineola, Texas, Fifty-two thousand, five hundred twenty-nine and no/100 (\$52,529.00), payable after October 1, 2019 pursuant to receipt of Fiscal Year 2019 financial reporting certified by Fire Chief in a format prescribed by Wood County and if renewed, annually for each contract year.

3. That the City of Mineola, Texas, shall be obligated to furnish to Wood County, Texas, only those fire protection and emergency services provided to the citizens of the City of Mineola, Texas, and subject to all rights, powers, duties, limitations and obligations as provided for in said Chapter 791, the Interlocal Cooperation Act, Section 791.011, State of Texas Government Code, and Local Government Code, Section 352.001.

4. That the City of Mineola, Texas, and Wood County, Texas recognize and agree that, the City of Mineola, Texas will endeavor to respond to all requests for fire protection and emergency service to portions of Wood County, Texas outside the city limits of Mineola, Texas. However, fire protection and emergency services to the citizens of Mineola, Texas shall always remain the primary function of the City of Mineola, Texas Fire Department.

5. That this contract and agreement shall continue in full force and effect for a period of one year, beginning October 1, 2019, and until the said contract between the City of Mineola, Texas, and Wood County, Texas, is terminated by

notice in writing delivered by certified mail to the Mayor or County Judge of the respective parties, at least one hundred twenty (120) days prior to the end of the contract term or renewal thereof. It is the intention of both parties that the obligation of the City of Mineola, Texas, and Wood County, Texas, hereunder shall continue to the end of the term specified herein, or any renewal thereof.

6. That Wood County, based on reports by Mineola Volunteer Fire Department, may become eligible and qualify for certain federal and state funding relating to Fire Service. Should Wood County qualify for such, including but not limited to, Emergency Protective Measures or F.E.M.A. funds relating to fire protection costs, Wood County may submit a request for public assistance as an eligible applicant on behalf of local jurisdictions, Volunteer Fire Departments (VFD), and/or private non-profit organizations located within Wood County that fall under this contract.

The City of Mineola and the Mineola VFD shall furnish Wood County documentation on eligible costs, including costs from VFD within timetable requirements. Wood County will combine the documentation into one submittal. Each eligible organization has the right to elect or not to elect to participate when notified of available assistance and the defined eligibility requirements are met.

Wood County shall communicate such assistance opportunities to the acting President of the Wood County Fire Chief Association (WCFCA) for further distribution to the organizations. If or when Wood County receives assistance funding and all requirements have been met by VFD the City of Mineola, the funds will be forwarded to the respectively organization(s) that directly qualified for the assistance within 30 days of receipt of the funds.

It is understood that Mineola VFD additionally may be required to make certain reports directly to certain Federal and/or State Agencies.

7. That the City of Mineola shall be obligated to furnish Wood County proof of the expenditure of these funds received under this contract showing the direct benefit to the said fire department. City may not supplant funds due to receipt of these funds. Wood County will provide the required form to certify expenditures under this contract which have a deadline for submittal on October 31, 2020. All submittals shall be sent to Wood County Auditor, P.O. Box 389, Quitman, Texas, 75783. Failure to comply with this financial accountability may be justification for withholding of any future funding from Wood County.

EXECUTED IN DUPLICATE, this _____ day of _____, 2019, as duly authorized by the City Council of the City of Mineola, Texas, and Commissioners Court of Wood County, Texas.

ATTEST:

CITY OF MINEOLA

City Secretary

Mayor

ATTEST:

Wood County

Kelley Price, County Clerk

Lucy M. Hebron, County Judge