

# UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 1

JANUARY 19, 2021

3:00 P.M.

## MINUTES

The Emergency meeting of the Upshur County Emergency Services District No. 1 Board of Directors was held on January 19, 2021, at the Gilmer Fire Station, 120 Henderson, Gilmer, Texas.

- 1) **Open meeting.** The meeting was opened by Marc Nichols.
- 2) **Call to order.** Marc Nichols called the meeting to order.
- 3) **Determine quorum present.** Marc Nichols determined a quorum was present.
- 4) **Discuss and take action regarding financing of two new tankers for the Emergency Services District No. 1.** Motion was made by Michael Kuza and second by Gaston DeBerry, III to finance the two new tankers on a 5 year note with \$200,000.00 down payment to Fire Trucks of Texas. Motion carried 5-0. Unanimous vote in favor.
- 5) **Discuss and take action regarding placement of existing tankers belonging to the Emergency Services District No. 1.** Motion was made by Gaston DeBerry, III and second by David Tackett to place the tankers as follows:

Simpsonville T-1 will go to Bettie VFD;  
Lafayette engine will go to East Mountain VFD;  
Gilmer T-1 will go to Pleasant Grove VFD;  
Pleasant Grove tanker will go to Glenwood VFD with the option to swap for Lafayette tanker; and  
Bettie E-5 will be option to Pleasant Grove VFD.

Motion carried 4-1 with Gary Smith abstaining.

- 6) **Adjournment.** Motion by Michael Kuza and second by David Tackett to adjourn. Motion carried 5-0. Unanimous vote in favor.



Presiding Officer Signature  
Marc Nichols, President

Date: 2-8-2021

AGREEMENT BETWEEN UPSHUR COUNTY ESD #1 AND THE CITY OF GILMER  
REGARDING TRANSFER OF TITLE OF TANKER TRUCK AND REPLACEMENT THEREOF

The City of Gilmer agrees to transfer the Title of a 2005 Kenworth Tanker (Fire Apparatus)


VIN # 2NKMLZ9X85M112891 to UCESD #1.

In return UCESD #1 agrees to furnish the City of Gilmer with a Tanker (Fire Apparatus) that meets or exceeds current NFPA standards.

This agreement remains in effect so long as the City of Gilmer contracts with UCESD #1 for Fire Protection in the unincorporated areas of UCESD #1.

Agreed to this 19<sup>th</sup> day of January 2021.

UPSHUR COUNTY ESD #1

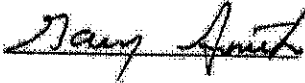


Gaston DeBerry III.

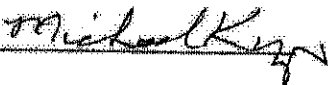


David Tackett.

Marc Nichols

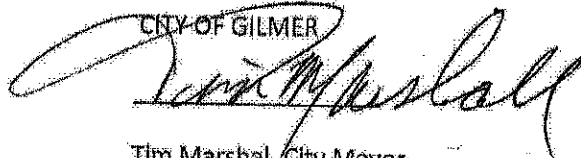


Gary Smith

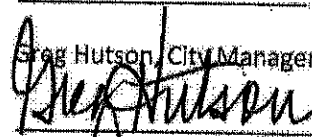


Michael Kuza

CITY OF GILMER

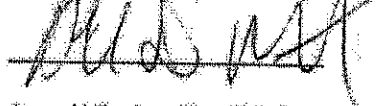


Tim Marshal, City Mayor

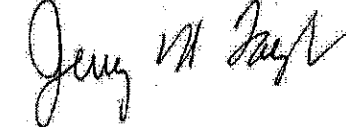


Greg Hutson, City Manager

Mike Martin, City Attorney



Jerry H Taylor, Fire Chief



PURCHASING AGREEMENT

DATE: April 20, 2020

SELLERS: HARRISON COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
WEST HARRISON VOLUNTEER FIRE DEPARTMENT

RECIPIENT:

SOLD PROPERTY: Equipment as described in Exhibit "A" attached hereto

It is agreed and understood between Sellers and Recipient, that Recipient is taking the Sold Property "AS IS," "WHERE IS," and "WITH ALL FAULTS," and that there are no representations, disclosures, or express or implied warranties. Recipient has not relied on any information from Seller or otherwise in this purchase, other than Recipient's inspection of the Property. It is understood, agreed, and deemed by the parties hereto that Seller has made no representations or warranties, express or implied, as to the merchantability, fitness, design, condition, use, operation, or quality of material or workmanship of the Property transferred by this purchase Agreement. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, NOT CONTAINED SPECIFICALLY HEREIN AS TO THE PROPERTY, ITS MERCHANTABILITY, FITNESS, TITLE, DESIGN, CONDITION, USE, OPERATION, OR QUALITY OF MATERIAL, MAINTENANCE, OR WORKMANSHIP AND BUYER HEREBY ACKNOWLEDGES SAID DISCLAIMER.

Recipient hereby states, represents, and agrees that it has had all opportunities to inspect, test, sample, or otherwise familiarize itself with the Property, its components, and its condition, and Recipient accepts the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS," with no warranties or representations made by Sellers. ANY DESCRIPTION OF THE PROPERTY HEREIN IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS SUBJECT TO THIS AGREEMENT, AND NO DESCRIPTION HAS BEEN MADE A BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS OR IMPLIED WARRANTY THAT THE PROPERTY WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLERS. FOR THE SAME CONSIDERATION DESCRIBED ABOVE AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE RECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS SELLERS FROM ANY AND ALL LOSSES, CLAIMS, DEMANDS, OR CAUSES OF ACTION, SPECIFICALLY INCLUDING NEGLIGENCE, OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN NEGLIGENCE, TORT, CONTRACT, QUASI-CONTRACT, OR STATUTORY CAUSES OF ACTION OR ANY AND ALL OTHER REMEDIES OR CAUSES OF ACTION FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING OUT OF ANY DEFECT, CONDITION,

MAINTENANCE, USE, OR OPERATION OF THE PROPERTY BY THE RECIPIENT. SAID INDEMNIFICATION OF SELLERS BY RECIPIENT INCLUDES, BUT IS NOT LIMITED TO, ALL ATTORNEYS' FEES, COSTS, AND EXPENSES INCURRED BY SELLERS IN DEFENSE OF ANY ACTION BROUGHT BY ANY PERSON RELATING TO THE PROPERTY, ITS DEFECT, CONDITION, MAINTENANCE, USE, OR OPERATION BY THE RECIPIENT.

SELLERS, subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Property to Recipient, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Recipient and Recipient's heirs, successors, and assigns forever.

The parties hereto represent that the individuals executing this Agreement have the full authority from their respective entities to sign and execute this Agreement and obligate the parties to the terms and conditions set forth herein.

This Agreement contains the entire agreement of the parties and may not be amended, modified, or revoked without the consent in writing of the parties.

If any provision of this Agreement shall be declared contrary to law, it is agreed that such provision shall be disregarded and this Agreement shall continue in full force and effect as though such provision had not been incorporated herein.

When the context requires, singular nouns and pronouns include the plural.

SELLERS:

RECIPIENT:

HARRISON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 1 & WEST  
HARRISON VFD

Upshur county ESD

By: Shane Nalen

By: [Signature]

Title: Fire Chief

Title: ESD Secretary

Date: 4.20.20

Date: 4-21-20

2003 Intl Fire Truck - Pumper  
SER# 1HTMKADR23H592173

## DONATION AGREEMENT

DATE: April 20, 2020

DONORS: HARRISON COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
WEST HARRISON VOLUNTEER FIRE DEPARTMENT

RECIPIENT:

DONATED PROPERTY: Equipment as described in Exhibit "A" attached hereto

It is agreed and understood between Donors and Recipient, that Recipient is taking the Donated Property "AS IS," "WHERE IS," and "WITH ALL FAULTS," and that there are no representations, disclosures, or express or implied warranties. Recipient has not relied on any information from Donors or otherwise in this donation, other than Recipient's inspection of the Property. It is understood, agreed, and deemed by the parties hereto that Donors has made no representations or warranties, express or implied, as to the merchantability, fitness, design, condition, use, operation, or quality of material or workmanship of the Property transferred by this Donation Agreement. DONORS HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, NOT CONTAINED SPECIFICALLY HEREIN AS TO THE PROPERTY, ITS MERCHANTABILITY, FITNESS, TITLE, DESIGN, CONDITION, USE, OPERATION, OR QUALITY OF MATERIAL, MAINTENANCE, OR WORKMANSHIP AND BUYER HEREBY ACKNOWLEDGES SAID DISCLAIMER.

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DONORS:

RECIPIENT:

HARRISON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 1 & WEST  
HARRISON VFD

West Mountain VFD

By: Maureen Nolan

By: [Signature]

Title: Fire Chief

Title: FSD Secretary

Date: 4.20.20

Date: 4-21-20

- SCBA Bottles -