MINUTES OF THE REGULAR MEETING OF
THE BOARD OF COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

A regular meeting of the Board of Commissioners of Jefferson County Emergency Services District No. 4 ("District") was called for at 5:30 p.m. on the April 20, 2015, at the Labelle-Fannett fire station, located at 12880 FM 365, Beaumont, Texas 77706, pursuant to notice duly posted according to law.

At approximately 5:30 p.m., the regular meeting was called to order. The roll was called of the duly constituted officers and members of the Board, to wit:

Jeff Roebuck	President
Charlie Reneau	Vice President
Sandra Duhon	Secretary
Sandra Melton	Treasurer
Charlie Cox	Assistant Treasurer

All of said Board members were present, with the exception of Vice President Reneau, thus constituting a quorum. Also present at the meeting were Wayne Wilber, District Manager; Joshua Heinz of the law firm Benckenstein & Oxford, L.L.P., attorney for the District; Mary Ellen Robertson, accountant for the District; and, the individuals listed in the attendance log attached hereto as **Exhibit A**.

Upon establishing that a quorum was present, President Roebuck asked for public comment as set forth in Agenda Item No. 3. Kevin Brown, an EMT with Labelle-Fannett VFD, advised the Board that he is moving from the area and will be resigning from the department, and he thanked the District and Board for supporting his past EMT training and certifications. Wayne Wilber and the Board members thanked Mr. Brown for his service to the community. Also, Ken Duhon, Chief of Cheek VFD, requested a one-month extension from the May 1st deadline to submit the department's 2015-16 proposed budget. The Board advised both departments that their proposed 2015-16 budgets will be due by June 1, 2015.

Being as there was no further public comment, the Board moved along to Agenda Item No. 4, at which time Chief Duhon and Charles Sonnier, Chief of Labelle-Fannett VFD, advised the Board on the departments' recent activities. Neither department submitted a monthly run report.

The Board was then directed to Agenda Item No. 5 for the manager's report. Mr. Wilber advised the Board on his and the District's recent activities, including, but not limited to, the records he has requested and obtained from the departments, and the records he is still waiting to receive from Labelle-Fannett VFD.

Next, President Roebuck directed the Board to Agenda Item No. 6 for review of the Minutes of the March16, 2015 regular meeting and amended minutes for the January 19, 2015 regular meeting. Mr. Heinz explained to the Board the reason for amending the January 19, 2015 regular meeting minutes. Upon motion by Assistant Treasurer Cox and seconded by Secretary Duhon, the proposed March16, 2015 regular meeting minutes and amended January 19, 2015 regular meeting minutes were unanimously approved by the Board members present.

Then, under Agenda Item No. 7, Treasurer Melton reported that the District's Texas First Bank account balance was $575,047.72 as of March 31, 2015, and $589,923.83 as of April 16, 2015, as reflected in the account statements attached hereto as **Exhibit B**. Mary Ellen Robertson and Treasurer Melton also reviewed the District's current financial statement of activities with the Board, which is attached hereto as **Exhibit C**. Additionally, Mrs. Robertson advised the Board that she will be meeting with Ralph Liken later in the week to discuss preparations of the District's fiscal year 2013-14 audit. Mr. Heinz advised Mrs. Robertson that the audit is due to be submitted to the Commissioners Court by June 1, 2015, and he requested that she inform Mr. Likens of same and determine whether a 30-day extension would be necessary.

President Roebuck then directed the Board to Agenda Item No. 8 for payment of the District and VFDs' bills. After reviewing and discussing the various expenditures, Treasurer Melton made a motion to approve payment of the bills and expenditures listed on the account register attached hereto as **Exhibit D** (Check Nos. 1901-1919, totaling $12,843.17). The motion was seconded by Assistant Treasurer Cox and unanimously approved by the Board members present.

The Board then moved along to Agenda Item No. 9 regarding equipment repairs and acquisitions. Mr. Wilber reviewed the proposal received from Siddons-Martin for the purchase of a 2014 mini-pumper truck for Cheek VFD, a copy of which is attached hereto as **Exhibit E**. The mini-pumper is a demo with approximately 14,000 miles on it, and the total purchase cost is $189,516.00, which is based on HGAC pricing. Upon motion by Secretary Duhon and seconded by Assistant Treasurer Cox, the Board members present unanimously approved the purchase of the mini-pumper. Additionally, upon motion by Treasurer Melton and seconded by Secretary Duhon, the Board members present unanimously approved the District becoming a members of HGAC's (Houston-Galveston Area Counsel) purchasing cooperative. Mr. Heinz will file a request with HGAC for the District to become a member of the purchasing cooperative, and he will also obtain additional financing proposals for the Board to consider and compare to the financing proposal available through Siddons-Martin/Oshkosh Capital at its next meeting.

Continuing on under Agenda Item No. 9, Mr. Wilber advised the Board that the VFDs' hoses, pumps and ladders need to be inspected and tested, which he estimates will cost less than $5,000.00, and he requested authority from the Board to have said inspection/tests done. Upon motion by Assistant Treasurer Cox and seconded by Treasurer Melton, the proposed hose, pump and ladder inspection and testing was unanimously approved by the Board members present. Mr. Wilber also advised the Board that he is gathering information and proposals for purchasing a new tanker truck for the Labelle-Fannett VFD to replace its current tanker, which is a 1988 model, and that he would present said information to the Board when available. Assistant Treasurer Cox recommended that the VFDs apply for any and all available grants, and Mr. Sonnier advised the Board that Labelle-Fannett VFD has already applied for an apparatus grant, but he is unaware of whether the grant application has any chance of being approved or how long the process takes. Mr. Sonnier also advised the Board that Labelle-Fannett VFD's Engine 1 and Engine 8 are in need of an oil change and other standard maintenance. Mr. Wilber will coordinate with Mr. Sonnier on said service request.

Though listed under Agenda Item No. 10, the status of the District's fiscal year 2013-14 annual audit was previously discussed under Agenda Item No. 7.

The Board was then directed to Agenda Item No. 11, at which time the Board reviewed and discussed the proposed, amended Agreement for Management Services between the District and Wayne Wilber, which is attached hereto as **Exhibit F**. Mr. Heinz reviewed with the Board the additional language included in the proposed contract and basis for same. Upon motion by Assistant Treasurer Cox and seconded by Secretary Duhon, and with the unanimous consent of all the Board members present, the proposed, amended Agreement for Management Services was approved.

Next, under Agenda Item Nos. 12 and 13, Mr. Heinz reviewed and discussed with the Board the proposed, amended Agreement for Fire and Emergency Medical Services between the District and Labelle-Fannett VFD, along with the proposed Purchasing Policies and Procedures for the District, which are attached hereto as **Exhibit G** and **Exhibit H** respectively. As to the proposed, amended Agreement for Fire and Emergency Medical Services, Mr. Heinz advised that if approved, the District must provide Labelle-Fannett VFD with a least 90 days' notice of any proposed modifications to the existing agreement. Upon motion by Treasurer Melton and seconded by Assistant Treasurer Cox, the Board members present unanimously approved the proposed, amended Agreement for Fire and Emergency Medical Services between the District and Labelle-Fannett VFD, along with the same changes being applied to Cheek VFD's Fire Services Agreement. Mr. Heinz provided Mr. Sonnier with a copy of the amended agreement and advised the Labelle-Fannett representatives present that said agreement would become effective on July 20, 2015, and Labelle-Fannett VFD needed to return an executed original to District prior to said date. Mr. Heinz will revise Cheek VFD's Fire Services Agreement in the same manner as Labelle-Fannett VFD's agreement was amended, and will provide Ken Duhon with a copy of same. Thereafter, Assistant Treasurer Cox made a motion to approve the proposed Purchasing Policies and Procedures for the District, which was seconded by Treasurer Melton, and unanimously approved by the Board members present.

The Board then moved along to Agenda Item No. 14, at which time Mr. Wilber provided the Board with a status report on the District's inventory and his recent work on same.

President Roebuck then directed the Board to Agenda Item No. 15 regarding Cheek VFD's Engine 2, which had previously been declared salvage property by the Board. Assistant Treasurer Cox advised the Board that the District's best option would be to attempt to sale the vehicle, as is, through Horn's Auction. Upon motion by Assistant Treasurer Cox and seconded by Treasurer Melton, the Board members present unanimously approved the vehicle being sold through Horn's Auction, and authority for Mr. Wilber to make the arrangements for and facilitate same. Also, Mr. Wilber will get with Mr. Duhon so that the vehicle title can transferred to the District, as the District had previously acquired same from Cheek VFD in or about April 2014.

Being as there were no matters to discuss under Agenda Item Nos. 16 and 17, the Board moved along to Agenda Item No. 18, at which time it discussed with the Labelle-Fannett VFD representatives present the recent and ongoing issues between the two entities. After the discussion was completed, both sides agreed that communication needs to be improved, and that the community would be best served if the parties were to sit down, face-to-face, and work out any lingering problems, and all agreed that the service agreement amendments, as approved by the Board earlier in the meeting, would help to eliminate a majority of said issues. Mr. Heinz suggested that the parties discuss said issues during the upcoming budget workshops, and all were supportive of this proposal.

Being as there were no further matters to come before the Board, the meeting was adjourned at approximately 6:45 p.m.

____
~~Jeff Roebuck, President~~ Charlie Reneau, Vice President
Date: __________________________

ATTEST:

Sandra Duhon
Position: Secretary
Date: 5-18-15

Exhibit A

JEFFERSON COUNTY ESD #4

APRIL 20, 2015

SIGN-IN SHEET

1 Ronnie Washburn 129

2 Ken Duhon

3 [illegible] #301 LFVFD

4 Wayne Wilber

5 Darlene Rivett #302 LFVFD

6 Brandon Monk

7 Henry LaBrie LFVFD #103

8 Scott Wade 117

9 Carolyn Hurych HVFD #220

10 [illegible] #244

11 Dylan Compton #106

12 [illegible] #101

13 KD Brown 143

14 [illegible]

15 [illegible]

16

17

18

19

20

21

22

23

24

25

Exhibit B

TEXAS FIRST BANK
Helping Texans Build Texas
www.texasfirstbank.com
3000 FM 1764 • La Marque, TX 77568-2452
Return Service Requested

TELEPHONE BANKING
(409) 945-9889 (281) 538-2226
(855) 355-TFB1 (8321)

BOOKKEEPING
(409) 948-1993
(409) 296-2111

JEFFERSON COUNTY EMERGENCY
SERVICES No. 4
12880 FM 365 RD
BEAUMONT TX 77705-9682

Account Number: 10031508
Statement Date: 3/31/15
Checks/Items Enclosed: 23

EM

PUBLIC FUNDS TIERED INT. JEFFERSON COUNTY EMERGENCY SERVICES No. 4 Acct 10031508

Beginning Balance	3/01/15	548,641.51
Deposits / Misc Credits	3	54,545.20
Withdrawals / Misc Debits	23	28,138.99
** Ending Balance	3/31/15	575,047.72 **
Service Charge		.00
Interest Paid Thru 3/31/15		100.13
Interest Paid Year To Date		252.09
Annual Percentage Yield Earned		.20%
Number of Days for A.P.Y.E.		31
Average Balance for A.P.Y.E.		589,488.73
Minimum Balance		548,391
Enclosures		23

FEE RECAP

	Total for this period	Total year-to-date
Total Overdraft Fees	$.00	$.00
Total Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
3/04	54,374.29	INCOMING WIRE -P201503040003806-03806
3/11	70.78	INCOMING WIRE -P201503110006626-06626
3/31	100.13	Interest Paid

CHECKS PAID
* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
3/18	1861	123.05	3/25	1880*	893.88	3/26	1882	224.70
3/02	1866*	250.00	3/20	1881	530.38	3/24	1883	86.83

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JEFFERSON COUNTY EMERGENCY

Account Number: 10031508
Statement Date: 3/31/15

CHECKS PAID

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
3/24	1884	401.66	3/24	1890	55.00	3/23	1896	182.90
3/23	1885	225.00	3/23	1891	2,678.41	3/26	1897	2,528.00
3/20	1886	306.79	3/24	1892	123.05	3/23	1898	17,156.00
3/18	1887	400.00	3/18	1893	475.00	3/24	1899	50.00
3/25	1888	250.00	3/20	1894	508.00	3/26	1900	53.96
3/19	1889	400.00	3/23	1895	236.38			

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/02	548,391.51	3/19	601,438.53	3/25	577,754.25
3/04	602,765.80	3/20	600,093.36	3/26	574,947.59
3/11	602,836.58	3/23	579,614.67	3/31	575,047.72
3/18	601,838.53	3/24	578,898.13		

Account Details for Public Funds Tiered Int. - 10031508

Available Balance	$589,923.93
Last Statement Date	3/31/2015
Current Balance	$589,923.93
Interest Rate	0.200 %
Last Deposit Date	4/8/2015
Last Interest Paid Date	3/31/2015
Last Deposit Amount	$15,976.21
Accrued Interest	$47.87
Year-to-date interest amount	$252.09

Account History for Public Funds Tiered Int. - 10031508

Posted

Sorted By: Post Date	Oldest on top	Debit	Credit	Balance
Check 2/18/15 (Check #1867)		$400.00		$557,980.06
INCOMING WIRE -P201502200004250-04250 2/20/15			$119.78	$558,099.84
Check 2/20/15 (Check #1874)		$182.90		$557,916.94
Check 2/20/15 (Check #1865)		$400.00		$557,516.94
Check 2/23/15 (Check #1875)		$41.00		$557,475.94
Check 2/23/15 (Check #1876)		$143.50		$557,332.44
Check 2/23/15 (Check #1870)		$475.00		$556,857.44
Check 2/23/15 (Check #1860)		$961.11		$555,896.33
Check 2/23/15 (Check #1873)		$3,333.20		$552,563.13
Deposit 2/24/15			$222.00	$552,785.13
Check 2/24/15 (Check #1869)		$31.00		$552,754.13
Check 2/24/15 (Check #1871)		$41.32		$552,712.81
Check 2/24/15 (Check #1863)		$49.26		$552,663.55
Check 2/24/15 (Check #1558)		$68.60		$552,594.95
Check 2/24/15 (Check #1879)		$680.33		$551,914.62
Check 2/24/15 (Check #1864)		$863.43		$551,051.19

Check 2/25/15 (Check #1862)	$329.55		$550,721.64
Check 2/26/15 (Check #1878)	$27.44		$550,694.20
Check 2/26/15 (Check #1877)	$148.36		$550,545.84
Check 2/27/15 (Check #1859)	$296.91		$550,248.93
Check 2/27/15 (Check #1868)	$1,691.28		$548,557.65
Interest Paid 2/27/15		$83.86	$548,641.51
Check 3/2/15 (Check #1866)	$250.00		$548,391.51
INCOMING WIRE -P201503040003806-03806 3/4/15		$54,374.29	$602,765.80
INCOMING WIRE -P201503110006626-06626 3/11/15		$70.78	$602,836.58
Check 3/18/15 (Check #1861)	$123.05		$602,713.53
Check 3/18/15 (Check #1887)	$400.00		$602,313.53
Check 3/18/15 (Check #1893)	$475.00		$601,838.53
Check 3/19/15 (Check #1889)	$400.00		$601,438.53
Check 3/20/15 (Check #1886)	$306.79		$601,131.74
Check 3/20/15 (Check #1894)	$508.00		$600,623.74
Check 3/20/15 (Check #1881)	$530.38		$600,093.36
Check 3/23/15 (Check #1896)	$182.90		$599,910.46
Check 3/23/15 (Check #1885)	$225.00		$599,685.46
Check 3/23/15 (Check #1895)	$236.38		$599,449.08
Check 3/23/15 (Check #1891)	$2,678.41		$596,770.67
Check 3/23/15 (Check #1898)	$17,156.00		$579,614.67
Check 3/24/15 (Check #1899)	$50.00		$579,564.67
Check 3/24/15 (Check #1890)	$55.00		$579,509.67

Check 3/24/15 (Check #1883)	$86.83		$579,422.84
Check 3/24/15 (Check #1892)	$123.05		$579,299.79
Check 3/24/15 (Check #1884)	$401.66		$578,898.13
Check 3/25/15 (Check #1888)	$250.00		$578,648.13
Check 3/25/15 (Check #1880)	$893.88		$577,754.25
Check 3/26/15 (Check #1900)	$53.96		$577,700.29
Check 3/26/15 (Check #1882)	$224.70		$577,475.59
Check 3/26/15 (Check #1897)	$2,528.00		$574,947.59
Interest Paid 3/31/15		$100.13	$575,047.72
Check 4/1/15 (Check #1872)	$1,100.00		$573,947.72
INCOMING WIRE -P201504080003016-03016 4/8/15		$15,976.21	$589,923.93
Subtotal:	$39,403.18	$70,947.05	

Exhibit C

Jefferson County Emergency Services District No. 4
Statement of Activities

	6 Months Ended 3/31/2015 Actual LaBelle-Fannett	6 Months Ended 3/31/2015 Actual Cheek	6 Months Ended 3/31/2015 Actual Administrative	6 Months Ended 3/31/2015 Total All Locations	Annual Budget	Over (Under) Budget	% of Budget Used to Date
Revenue							
Ad Valorem Taxes	$ -	$ -	$ 528,635	$ 528,635	$ 660,074	$ (131,439)	80.09%
Interest Income	-	-	352	352	-	352	0.00%
Reim. to BASF for Exempt Industrial Property	-	-	-	-	(120,000)	120,000	0.00%
Total Revenue	0	0	528,987	528,987	540,074	(11,087)	97.95%
Operating Expenses							
Accounting	-	-	2,375	2,375	27,000	(24,625)	8.80%
Advertising	-	-	52	52	1,000	(948)	5.20%
Bank Fees	-	-	30	30	400	(370)	7.50%
Cable	227	-	-	227	350	(123)	64.86%
Cell Phone/EMS Equipment	28	-	-	28	440	(412)	6.36%
Children's Education	215	-	-	215	3,000	(2,785)	7.17%
Cleaning & Building	1,761	-	-	1,761	1,850	(89)	95.19%
Computers & Software	424	-	-	424	1,300	(876)	32.62%
Copier	-	-	-	-	500	(500)	0.00%
Dues & Fees	250	-	1,100	1,350	2,100	(750)	64.29%
Fire Field Meals	-	-	-	-	1,300	(1,300)	0.00%
Fire Uniforms	94	806	-	900	3,850	(2,950)	23.38%
Fuel - EMS	1,827	-	-	1,827	2,500	(673)	73.08%
Fuel-Fire	2,234	100	-	2,334	12,000	(9,666)	19.45%
Insurance - Worker's Compensation	-	-	-	-	6,000	(6,000)	0.00%
Insurance- Accident & Sickness	-	-	-	-	4,000	(4,000)	0.00%
Insurance- Property & Liability	23,343	4,986	-	28,329	30,000	(1,671)	94.43%
Insurance-VFIS District	-	-	2,528	2,528	2,500	28	101.12%
Interest Expense	-	-	-	-	10,000	(10,000)	0.00%
Internet	-	-	165	165	2,900	(2,735)	5.69%
Lawn Service	1,000	-	-	1,000	4,500	(3,500)	22.22%
Legal/Professional	-	-	7,240	7,240	10,000	(2,760)	72.40%
Lodging/Meals/Travel & Regist ESD	-	-	-	-	8,000	(8,000)	0.00%
Maintenanace & Repairs - Radios	220	105	-	325	4,500	(4,175)	7.22%
Notes Payable - Texas First Bank	-	-	-	-	20,000	(20,000)	0.00%
Office Supplies	423	-	248	671	1,475	(804)	45.49%
Postage & Box Rental	-	-	-	-	100	(100)	0.00%
Purchase of Additional Radios (3)	-	1,283	-	1,283	2,700	(1,417)	47.52%
Salary Expense	-	-	-	-	12,000	(12,000)	0.00%
Small Equipment Purchases (less than $5,000)	981	-	-	981	10,000	(9,019)	9.81%

Jefferson County Emergency Services District No. 4
Statement of Activities

	6 Months Ended 3/31/2015 Actual LaBelle-Fannett	6 Months Ended 3/31/2015 Actual Cheek	6 Months Ended 3/31/2015 Actual Administrative	6 Months Ended 3/31/2015 Total All Locations	Annual Budget	Over (Under) Budget	% of Budget Used to Date
Supplies - Fire	-	-	-	-	9,000	(9,000)	0.00%
Tax & Appraisal Fees	-	-	6,973	6,973	10,000	(3,027)	69.73%
Telephone	5,351	-	386	5,737	9,800	(4,063)	58.54%
Utilities	4,083	348	-	4,431	10,500	(6,069)	42.20%
Water & Garbage	1,595	139	-	1,734	2,900	(1,166)	59.79%
Total Operating Expenses	44,056	7,767	21,097	72,920	228,465	(155,545)	31.92%
Emergency Medical Services							
Equipment (New/Repair/Testing)	-	-	-	-	8,000	(8,000)	0.00%
Medical Supplies	600	-	-	600	8,000	(7,400)	7.50%
Tuition/Reg/Certfication/Dues	-	-	-	-	2,000	(2,000)	0.00%
Vehicle Repair & Maintenance	453	-	-	453	15,000	(14,547)	3.02%
Total Emergency Medical Services	1,053	0	0	1,053	33,000	(31,947)	3.19%
Fire Services							
Equipment-Insp/Repairs	166	-	-	166	2,200	(2,034)	7.55%
Gloves & Boots	-	-	-	-	1,600	(1,600)	0.00%
Personal Protection Equipment	1,011	-	-	1,011	15,500	(14,489)	6.52%
Training & Materials	-	-	-	-	12,000	(12,000)	0.00%
Travel/Lodging/Meals/Trans Expenses	3,053	-	-	3,053	-	3,053	0.00%
Tuition/Registration	1,000	-	-	1,000	-	1,000	0.00%
Vehicle Repair & Maintenance	7,717	3,522	-	11,239	48,000	(36,761)	23.41%
Total Fire Services	12,947	3,522	0	16,469	79,300	(62,831)	20.77%
Fire and EMS General							
Auxillary	-	-	-	-	3,000	(3,000)	0.00%
Total Fire & EMS General	0	0	0	0	3,000	(3,000)	0.00%
Capital Expenditures							
Brush Truck	-	-	-	-	30,000	(30,000)	0.00%
Cascade Sysytem	-	-	-	-	30,000	(30,000)	0.00%
Garage Door & Siding	-	-	-	-	5,600	(5,600)	0.00%
Radio Communication Upgrade	-	-	-	-	29,440	(29,440)	0.00%
Total Capital Expenditures	0	0	0	0	95,040	(95,040)	0.00%
Conitngency	0	0	0	-	101,269	(101,269)	0.00%
Total Expenses	58,056	11,289	21,097	90,442	540,074	(449,632)	16.75%
Net Change in Fund Balance	$ (58,056)	$ (11,289)	$ 507,890	$ 438,545			

For management purposes only.

Exhibit D

Jefferson County Emergency Services District No. 4
Bank Account Register

Texas First Bank - Checking
March 17, 2015 - April 20, 2015

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
			Beginning Balance			573,650.72
03/31/15			Interest Income		100.13	573,750.85
04/08/15			Property Taxes		15,976.21	589,727.06
04/20/15	1901	ATT8910	AT&T	147.16		589,579.90
04/20/15	1902	BENCK	Benckenstein & Oxford, L.L.P.	1,210.66		588,369.24
04/20/15	1903	CHEEKVFD	Cheek VFD	1,990.06		586,379.18
04/20/15	1904	COUNTRYCORN	Country Corner	127.17		586,252.01
04/20/15	1905	EARLLAWN	Earl Lawn Service	300.00		585,952.01
04/20/15	1906	OXFORD	Hubert Oxford, IV	400.00		585,552.01
04/20/15	1907	JACKSON	Jackson Lawn Care	500.00		585,052.01
04/20/15	1908	JOHNSONAC	Johnson Air Conditioning	326.00		584,726.01
04/20/15	1909	HEINZ	Joshua C. Heinz	400.00		584,326.01
04/20/15	1910	KAY	Kay Electronics, Inc.	347.00		583,979.01
04/20/15	1911	DUHONKEN	Kenneth A. Duhon	383.50		583,595.51
04/20/15	1912	LB-F VFD	Labelle-Fannett VFD	2,534.36		581,061.15
04/20/15	1913	MER	Mary Ellen Robertson, CPA	529.58		580,531.57
04/20/15	1914	SPRINTWASTE	Sprint Waste Services	182.90		580,348.67
04/20/15	1915	VISA4586	VISA	440.27		579,908.40
04/20/15	1916	VISA4594	VISA	334.50		579,573.90
04/20/15	1917	WJEFFCTYMWD	W. Jefferson Co. M.W.D	57.26		579,516.64
04/20/15	1918	WILBER	Wayne Lynn Wilber	2,500.00		577,016.64
04/20/15	1919	WILBER	Wayne Lynn Wilber	132.75		576,883.89
			Totals	12,843.17	16,076.34	576,883.89

Transaction count = 21

Exhibit E

Siddons-Martin Emergency Group

Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

April 20, 2015

Wayne Wilbur, District Manager
Jefferson County ESD # 4- Labelle-Fannet
Cheek VFD
18746 Fm 365
Beaumont TX 77705

RE: Proposal for 2014 Pierce Mini-Pumper #27059

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Jefferson County ESD # 4- Labelle-Fannet. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Jefferson County ESD # 4- Labelle-Fannet and training on operation and use of the apparatus.

Description		Amount
3413247-27059 Job 27059 Ford 2014 Pierce Mini-Pumper #27059 Price guaranteed for 30 days. Delivery within 2-3 months of order date.	Vehicle Price	$ 179,000.00
	Add Booster Reel	$ 4,098.00
	(3) 12v Scene Lights	$ 5,208.00
	(2) Floor Trays	$ 1,710.00
	Mileage Discount	($ 2,500.00)
	SUB TOTAL	**$ 187,516.00**
	H-GAC FS12-13	$ 2,000.00
	TOTAL	**$ 189,516.00**

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Doug Saunders
Siddons-Martin Emergency Group, LLC

I, Jeff Roebuck, the authorized representative of Jefferson County ESD # 4- Labelle-Fannet, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

4/20/15
Signature & Date

Exhibit F

AGREEMENT FOR MANAGEMENT SERVICES

This Agreement for Management Services ("Agreement") is made on April 20, 2015 at Beaumont, Jefferson County, Texas, between Jefferson County Emergency Services District No. 4 ("JCESD No. 4"), a political subdivision of the State of Texas having its administrative office located at 12880 FM 365, Beaumont, Texas 77705, and Wayne Wilber ("Manager"), an individual residing at P.O. Box 158, Hamshire, Texas 77622.

Recitals

JCESD No. 4 desires to engage the services of Manager, as an independent contractor and not as an employee, to assist in managing the District and overseeing its operations, and to render his services on the terms and conditions provided in this Agreement.

Manager desires to render management services for JCESD No. 4 on the terms and conditions provided in this Agreement.

Therefore, JCESD No. 4 engages the services of Manager. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Term

This Agreement is for a period of one (1) year, commencing on April 20, 2015. It may be terminated by either party by giving sixty (60) days' written notice to the other party.

Services

The services to be rendered by Manager for JCESD No. 4 include, but are not limited to, the followings:

- Manage and supervise the JCESD No. 4's operations, finances and assets;
- Oversee and review the volunteer fire departments ("VFDs") providing fire protection and emergency medical services for JCESD No. 4, and ensure that the VFDs are following and in compliance with the terms of their respective service agreements;
- Act as liaison between JCESD No. 4 and the VFDs, and report to JCESD No. 4's Board on the activities of the VFDs;
- Coordinate and facilitate all purchasing and procurement for and on behalf of JCESD No. 4; and,
- Make a best effort to attend all JCESD No. 4 Board meetings to advise the JCESD No. 4 Board members on the state and activities of JCESD No. 4.

Fee

For services to be rendered under this Agreement, Manager will be entitled to a fee of $2,500.00 per month. If Manager incurs expenses in the performance of the services, he shall present a reimbursement request to JCESD No. 4's Board of Commissioners for consideration; but, it is agreed that Manager will not be reimbursed for travel expenses unless approval has been obtain from the Board of Commissioners prior to any such travel expenses being incurred by Manager.

Devotion of Time

Manager will devote a minimum of twenty (20) hours per week to the performance of his duties under this Agreement, and Manager will maintain and provide JCESD No. 4's Board of Commissioners with a time sheet each month.

Performance Review

Manager shall be subject to periodic performance reviews, at least once every six months, which shall be conducted by the JCESD No. 4 Board.

In the event that the Board determines during a performance review that Manager is not fulfilling his responsibilities as manager of JCESD No. 4, then the JCESD No. 4 shall have the right to terminate this Agreement without notice to Manager. Should this Agreement be terminated for under such a circumstance, then the Manager shall turn over to the Board all district-related information and materials in his possession.

Insurance

JCESD No. 4 shall obtain and maintain public employee dishonesty and management liability coverage for Manager.

Entire Agreement

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

Governing Law

This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas.

Amendment

This Agreement may be amended by the mutual agreement of the parties to it, in a writing to be attached to and incorporated in this Agreement.

Legal Construction

In the event that any one or more of the provisions contained in this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Executed at Beaumont, Texas, on April 20, 2015.

Jeff Roebuck, President of the
Board of Commissioners of
Jefferson County Emergency Services
District No. 4

Wayne Wilber

Exhibit G

AGREEMENT FOR PROVIDING
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This is an Agreement for Providing Fire Protection Services ("Agreement"), effective as of ________________, 2015, by and between the Jefferson County Emergency Services District No. 4 ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code"), and the Labelle-Fannett Volunteer Fire Department ("Department"), a Texas non-profit corporation duly organized and operating under the laws of the State of Texas.

WITNESSETH

WHEREAS, the District is a duly organized emergency services district and a political subdivision of the State of Texas, created to protect life and health and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation and authorized to enter into and perform any and all necessary contracts; and

WHEREAS, pursuant to Section 775.031 of the H&S Code, the District has the authority to enter into such necessary contracts with others, including incorporated cities or towns or other government entities and volunteer fire organizations, whereby fire protection services, emergency medical services, and other services may be made available to the District as the District shall determine; and

WHEREAS, the District desires to secure fire protection and suppression services and emergency medical services ("Emergency Services", hereinafter defined) for the geographic area of the District to be served by the Department ("Service Area", hereinafter defined); and

WHEREAS, the District currently does not have any personnel to provide such services directly; and

WHEREAS, the District has determined that it is in the best interests of the residents and the property owners of the District to enter into a contract for Emergency Services with an independent agency capable of providing Emergency Services at levels acceptable to the District; and

WHEREAS, the Department currently owns facilities and equipment and has the requisite personnel (paid and/or volunteer) to provide the Emergency Services, and is willing and able to provide to the District such Emergency Services within the Service Area for the consideration hereinafter provided; and

WHEREAS, the Department is the current provider of Emergency Services to the Service Area pursuant to a prior agreement between the parties, and county and/or 911 designations; and

WHEREAS, the District has determined that the Department is an Emergency Services provider entity located within the Service Area and has the ability to provide the requisite facilities, equipment, and personnel to provide the Emergency Services;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the other as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions

In addition to other terms defined herein, the following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

A. Act. Chapter 775 of the Health and Safety Code, as amended, and also referred to herein as the "H&S Code."

B. Board. The Board of Commissions for the District.

C. District. Jefferson County Emergency Services District No. 4, a political subdivision of the State of Texas created and operating pursuant to the H&S Code.

D. Chain of Command. The rank and file of the District and the Department that establishes the roles and responsibilities within the District and the Department, as set forth in Exhibit "C" attached hereto and incorporated herein for all purposes.

E. Department. Labelle-Fannett Volunteer Fire Department, a non-profit corporation duly organized and existing under the laws of the State of Texas.

F. Agreement. This Agreement and any and all amendments or supplements hereto.

G. Equipment. The equipment operated and utilized by the Department in providing Emergency Services.

H. Service Area. The geographic area of the District to be served by the Department, as more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, which the Department will serve as the primary responder for Emergency Services.

I. Emergency Services. All fire protection and suppression services, emergency medical services, and other services to be made available to the District pursuant to this Agreement.

Section 1.02 Construction of Terms

If appropriate, in this Agreement words of the singular number shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neuter genders shall be considered to include the other genders.

ARTICLE II.
REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES

Section 2.01 District's Representations, Warranties, and Findings. The District represents, warrants, and finds that:

A. The District is a duly constituted political subdivision of the State of Texas created and operating pursuant to the H & S Code, and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

B. The services to be provided by the Department under this Agreement include providing Emergency Services to the Service Area. This Agreement also recognizes the ability to provide and receive mutual and automatic aid from other emergency service organizations as deemed necessary by the Department.

Section 2.02 Department's Representations and Warranties. The Department represents, warrants, and finds that:

A. The Department is a non-profit corporation duly incorporated and validly existing and in a good standing under the laws of the State of Texas and is not in violation of any of the provisions of its Articles of Incorporation, its By-laws, or any laws of the State of Texas relevant to the transactions contemplated hereby.

B. The Department is recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

C. The Department has full corporate power and authority to execute and deliver this Agreement, and has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

D. Neither the execution or the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms or conditions of this Agreement conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Department is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the Department.

E. The Department is familiar with the boundaries of the Service Area and agrees to provide Emergency Services to all the residents, commercial and industrial interests, and others found within the Service Area.

F. The quality of the Emergency Services to be provided to the residents, commercial and industrial interests, and others found within the Service Area will be equal to or better than the quality of the Emergency Services received in the Service Area before the effective date of this Agreement or as evaluated by the District.

G. The training of the Department's personnel shall equal or exceed that of the prior year's level, as determined in the sole and reasonable discretion of the District.

Section 2.03 Duties and Responsibilities of Department.

A. The Department's Chief, or the Chief's designated representative, shall be the liaison with the Board and the District's Manager for Emergency Services operations, and for legal and business matters, and shall report directly to the District's Manager as set forth in the attached Chain of Command. (See Exhibit "C").

B. The Department's Chief and the Chief's designated representatives shall use their best efforts to coordinate with the District's Manager to determine what constitutes an emergency for a response by the Department.

C. The Department's Chief, or the Chief's designated representative, shall notify the District's Manager when the Department responds to mutual aid outside of the District.

D. The Department shall disclose quarterly to the District's Manager prior to the Board's January, April, July and October regular meetings, a roster of all of the Department's personnel, noting thereon the state certifications held by each respective Department member, along with the total number of calls responded to and training courses and/or exercises completed by each member in that quarter.

E. The Department agrees to provide Emergency Services within the Service Area and the District as specified in this Agreement.

F. It shall be the duty and responsibility of the Department to utilize only responsible, competent and well-trained personnel and to conduct regularly scheduled training sessions to ensure a high level of competency among their personnel. The Department shall notify the District's Manager, in writing within ten (10) days of an occurrence, when the level of personnel in the Department declines by more than twenty percent (20%) from the level of the Department as of the date of this Agreement.

G. The Department shall, at all times, conduct its activities in accordance with all current statutes, rules and regulations of any and all governmental bodies and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body for the Department to be able to provide the Emergency Services. In the event the Department falls below compliance with any such statutes, rules or regulations of any governmental body, the Department shall notify the District's Manager in writing within ten (10) days of the date the Department receives official notice of such non-compliance.

H. The Department shall ensure that any and all equipment used to provide Emergency Services within the Service Area is properly maintained and repaired, shall ensure that said equipment is kept in a state of good repair at all times, and shall comply, so far as practicable, with applicable sections of the National Fire Protection Association ("NFPA") codes and standards.

I. In order to assure readiness of equipment, the Department's Chief, or the Chief's designated representative, shall notify the Board of any out of service equipment as soon as practical depending on the nature of the problem and need for the equipment, and to the greatest extent and as soon as practicable, and shall request that the District repair any out-of-service equipment pursuant to and in accordance with the procedures set forth in Section 6.02 below.

J. The Department shall make recommendations to the District's Manager for proposed future acquisitions of additional equipment and other property prior to May 1st of each year.

K. The Department shall implement and maintain a staff and emergency services personnel evaluation and review policy toward the goal of satisfying the requirements under Sections 2.03.D. and 2.03.F above. The personnel evaluation and review policy shall include policies dealing with discrimination, sexual harassment, and chain of command, and shall be delivered to the District's Manager upon execution of the Agreement, if the policy is then in place; otherwise, it shall be delivered not later than ninety (90) days following the effective date of the Agreement.

ARTICLE III.
SERVICES TO BE PROVIDED

Section 3.01 General

During the term of this Agreement, the Department shall provide Emergency Services to the Service Area on a 24-hour per day basis, seven days a week, to the greatest extent practicable.

Section 3.02 Exclusive Agreement and Mutual Aid

The Department hereby acknowledges and agrees that its primary responsibilities are to the Service Area. However, in order to ensure that there will be available at all times equipment and personnel, the parties acknowledge that the Department will, in its sole and reasonable discretion and judgment to do so, summon mutual and/or automatic aid from others, including incorporated cities or towns or other government entities and volunteer fire and first responder organizations that are able to provide and/or assist in providing the Emergency Services in the Service Area, when appropriate or as needed. Excluding any mutual and automatic agreements already in place, the Department shall obtain prior written approval from the Board before entering into any mutual aid or automatic aid agreements, approval of which shall not be unreasonably withheld by the Board.

Section 3.03 Independent Contractor

A. Notwithstanding anything in this Agreement that may be construed to the contrary, the Department and all of its personnel (paid and volunteers) or agents shall at all times be independent contractors regarding the services rendered or not rendered to the District and the residents of the District. The Department and its personnel shall at all times have the right to supervise, manage, control, and direct the details and performance of the work in providing Emergency Services under this Agreement.

B. Nothing in this Agreement shall be construed to make any party the partner or joint venturer of or with another party.

ARTICLE IV.
INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance

A. The Department shall insure all of the equipment and property owned by Department and reasonably required to provide the Emergency Services hereunder, or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated, and the Department shall make arrangements for all insurance bills to be forwarded directly to the District, which the District will pay upon receipt.

B. Any funds received by the Department from private insurance carriers in payment for loss or damage to the equipment and property discussed in the foregoing paragraph shall be used by Department for the sole purpose of repairing or replacing the damaged equipment or vehicle upon which the insurance claim is based. If the funds received by the Department from a private insurance carrier are insufficient to replace any equipment deemed a total loss, and the District contributes any funds toward the replacement cost, then the District shall own at least a pro-rata share of the new equipment equal to the portion of total replacement cost paid by the District.

C. At all times during the term of this Agreement, the Department shall maintain Worker's Compensation coverage, with respect to all its personnel (paid and volunteers), of such kind and at such levels usually maintained by entities similarly situated, and the Department shall make arrangements for all Worker's Compensation insurance bills to be forwarded directly to the District, which the District will pay upon receipt. In relation to the Worker's Compensation coverage, Department shall, on an annual basis, apply for and seek recovery of any funds available through the Rural Volunteer Fire Department Insurance Program administered by the Texas A&M Forestry Service, so long as such program is available, and any funds received by Department through this program shall be paid by Department to the District.

D. On or before May 1st of each year, the Department shall provide the District's Manager with a copy of all insurance policies maintained by the Department and in effect at said time, along with a copy of each policy's declaration page.

Section 4.02 Indemnification

The Department shall indemnify and hold harmless the District and its officers, members, employees, other independent contractors, attorneys, representatives, and agents against any and all losses, costs, damages, expenses, and liabilities of whatever nature (including but not limited to reasonable attorney fees, litigation and court costs, amounts paid in settlement and amounts paid in discharge of judgments) directly or indirectly resulting from or arising out of the provision of the Emergency Services hereunder by the Department.

ARTICLE V.
BUDGET

Section 5.01 Preparation of Budget

A. Each year during the term of this Agreement, the Department shall submit to the Board a proposed annual budget to be reviewed by the Board. The budget is due on May 1st of each year that this Agreement is in place.

B. Upon submission to the Board by the Department, the Board has the right to approve, modify or reject in whole or in part the Department's proposed budgets.

ARTICLE VI.
EQUIPMENT REPAIR, PURCHASES, AND PAYMENT OF OPERATION EXPENSES

Section 6.01 Payment of Department's Operation and Maintenance Expenses

A. The District will pay for the Department's operation and maintenance expenditures from current revenues on hand in accordance with the District and the Department's approved operating budgets, the District's Purchasing Policies and Procedures, and any other purchasing or procurement policies and procedures as adopted by the Board or as provided in this Agreement. The District is not obligated to approve or pay for unexpected or unbudgeted expenditures.

B. Notwithstanding any other provisions in this Agreement, the District is not required to pay any of the Department's operation or maintenance expenditures or approve the Department's proposed operating budgets, and the District will not be obligated to make any payment for or on behalf of the Department, or reimburse the Department for any emergency expenditure, except in accordance with the District and the Department's approved operating budget, as modified and approved by the Board from time to time, and the Department's compliance with the requirements set forth in this Agreement.

Section 6.02 Equipment Repairs and Maintenance

A. The Department's Chief, or the Chief's designated representative, shall immediately notify the District's Manager of any Equipment which is out-of service and needing to be repaired, as well as any in-service Equipment requiring maintenance. With regard to said out-of-service Equipment needing repair and in-service Equipment requiring maintenance, the Department's Chief, or the Chief's designated representative, shall also immediately complete and submit to the District's Manager a Repair/Maintenance Request Form, and the District's Manager will then make arrangements to have said Equipment repairs and/or maintenance performed so that the Equipment can be placed back in service as soon as practical. The District's Manager will provide the Department's Chief with the Repair/Maintenance Repair Form to be utilized by the Department pursuant to this section.

B. In the event of an emergency situation, being on in which the District's Manager is unavailable and any delay in repairing any out-of-service equipment would jeopardize the health and safety of the Department's personnel or any resident of the District or would cause damage, or further damage, to the Department or the District's facilities or equipment, or any residential, commercial, or industrial interests in the District, the Department is authorized to any necessary repairs, not to exceed $1,000.00, and incur/pay the expense associated with same. Any such emergency expense incurred by the Department pursuant to the section shall be submitted to the District for reimbursement in accordance with Section 6.05 below.

Section 6.03 Utilities

All utilities necessary for the Department to provide the Emergency Services as set forth in this Agreement, including but not limited to, electricity, water, sewer, garbage, phone, internet, satellite/cable TV, and security monitoring, shall be established and maintained in the District's name, and shall be provided by the District to the Department. Any utilities not already in the District's name shall established by and/or transfer to the District within sixty (60) days of the effective date of this Agreement, and the Department shall coordinate with and provide assistance to the District's Manager upon request to facilitate any needed transfer of utility services into the District's name. Additionally, if the Department has any specific requirements in relation to a specific type of utility service (i.e., rollover/transfer requirements for dispatch calls received by the Department), the Department shall notify the District of any such specific needs and requirements in writing within thirty (30) day sof the effective date of this agreement.

Section 6.04 Equipment and Material Purchases

A. All purchases of equipment and materials needed and/or requested by the Department for its operations and in order to fulfill its obligations under this Agreement shall be made by the District's Manager. As to all needed and/or requested equipment and material purchases, the Department's Chief, or the Chief's designated representative, shall complete and submit to the District's Manager a Purchase Request Form, and the District's Manager will then make arrangements to purchase said equipment and/o materials. Once purchased and received by the District's Manager, said equipment and materials will be provided to the Department. All purchases made by the District's Manager shall be done in compliance with the District's Purchasing Policies and Procedures, and if necessary, all purchased equipment and materials shall be inventoried by the District's Manager prior to distributing same to the Department. As set forth above, the District's Manager is not obligated to make any purchase requested by the Department, and such will only be approved and purchased by the District Manager is such is deemed necessary and in accordance with the approved operating budget. The District's Manager will provide the Department's Chief with the Purchase Request Form to be utilized by the Department pursuant to this section

B. In the event of an emergency situation, being on in which the District's Manager is unavailable and any delay in purchasing equipment or materials would jeopardize the health and safety of the Department's personnel or any resident of the District or would cause damage, or further damage, to the Department or the District's facilities or equipment, or any residential, commercial, or industrial interests in the District, the Department is authorized to purchase any necessary equipment or materials, not to exceed $100.00, and incur/pay the expense associated with same. Any such emergency expense incurred by the Department pursuant to the section shall be submitted to the District for reimbursement in accordance with Section 6.05 below.

Section 6.05 Reimbursement for Emergency Expenditures

As to any emergency expenditures incurred by the Department pursuant to Sections 6.02.B. and 6.04.B. above, the Department shall submit to the District's Manager an original copy of the invoice, receipt and other documents describing the amount of the purchase/repair, along with a completed Expense Reimbursement Request Form, on or before the 1st of each month. Any emergency expense reimburse request properly submitted by the Department will be considered at the regular Board meeting immediately following the Department's submittal of the request. If approved by the Board, the District shall issue a reimbursement payment to the Department. Any reimbursement request submitted by the Department more than thirty (30) days after the date that the Department incurred said emergency expense will not be considered by the Board or paid by the District. The District's Manager will provide the Department's Chief with the Expense Reimbursement Form to be utilized by the Department pursuant to this section.

Section 6.06 Fuel Purchases

All fuel purchases made by the Department shall be done in accordance with the District's Fuel Purchasing Policy. If the Department does not already have a copy of the District's Fuel Purchasing Policy, the District's Manager will provide the Department's Chief with a copy of same upon written request.

Section 6.07 District Funds

Should the Department ever receive funds from the District or come into possession of same, Department may not comingle District funds with Department funds and shall deposit and keep all District funds in a separate account from all other Department accounts. This paragraph does not apply to any payments made by the District to Department as reimbursement for an emergency or other approved expenditure.

Section 6.08 Emergency Services Billing

A. The Department shall not bill any District resident and/or property owners or make a claim against any insurance policy of a resident and/or property owner in relation to any type of fire protection or suppression services provided by the Department within the Service Area or any other areas in the District.

B. Any funds received by the Department from private insurance carriers in payment for Emergency Services that are related to services provided under this Agreement during the term of this Agreement, and collectively herein referred to as "emergency services billing revenue," must be reported by the Department to the District not later than 45 days following the Department's receipt of such revenue and money.

ARTICLE VII.
AUDIT

Section 7.01 Audit.

The Department must submit to an annual audit or financial review by an independent auditor selected by the District, unannounced inspections of all records, property, or equipment, and any other requirement reasonably imposed by the District, or local, state, federal law, or administrative regulations. The Department must make all its financial documents available for review and inspection by the Board, the District's Manager, and/or the District's auditor, upon request by the Board or the District's Manager.

ARTICLE VIII.
TITLE TO ASSETS

Section 8.01 Ownership of Assets

A. Title to and ownership of the any assets owned by the Department as of the effective date of this agreement shall remain that of the Department. All assets purchased by the District and/or with District funds, in whole or in part, for use in the provision of the Emergency Services within the Service Area shall be acquired in the name of the District. The District agrees to make such assets purchased for use by the Department fully available to and shall place same in the possession of the Department to be used by the Department in accordance with and to carry out the terms of this Agreement.

B. The Department may not sell, trade, assign or convey to another person or entity any asset purchased in whole or in part with District funds without prior written approval of the Board.

C. The Department may not acquire any asset using District funds without the prior written approval of the Board.

ARTICLE IX.
REPORTS

Section 9.01 Annual Service Report

The Department shall provide to the District's Manager annually, in the month of January, a report of the number and nature of Emergency Services calls originating from all Department stations within the Service Area. The report shall cover the period from October 1st through September 30th of the prior year.

Section 9.02 Monthly Run Report

At least seven (7) days before each monthly, regular Board meeting, the Department shall deliver to the District's Manager a written report of the number and nature of Emergency Services calls for the prior month (i.e., run report). The report shall also state the number and type of calls during the period that the Department did not respond to and for which third-party mutual and/or automatic aid was requested/provided. The Department shall utilize the form report attached hereto as Exhibit "B".

Section 9.03 Monthly Financial Report

At least seven (7) days before each monthly, regular Board meeting, the Department shall deliver a monthly financial report to the District's Manager that shows all revenue, expenditures, and other monthly financial activity of the Department during the prior month. Said report shall also identify the amount funds received by the Department from private insurance carriers as payment for Emergency Services rendered by the Department (i.e., emergency services billing revenue). The monthly financial report shall be in a form as established and/or approved by the District's Manager. In the event that the Department receives no revenue and pays no expenditures, or otherwise has no financial activity during a monthly period, then the Department shall notify the District's Manager of same and shall not be obligated to provide the District's Manager with a monthly financial report.

Section 9.04 Other Information

The Department shall furnish or cause to be furnished to the Board and/or the District's Manager such other reports or information concerning the Department as the Board and/or the District's Manager may reasonably request. Such reports may include, but are not limited to, additional financial information, response times for various calls made by the Department, calls and response times broken down by zone or neighborhood, types of calls, information regarding the Department's personnel, or other information concerning the Department and its activities.

ARTICLE X.
ASSIGNMENT AND MODIFICATION

This Agreement may not be assigned by the Department, in whole or in part, without obtaining the prior written consent of the Board. Further, this Agreement may be modified only on the prior written consent of all parties.

ARTICLE XI.
MISCELLANEOUS

Section 11.01 Term of Agreement

This Agreement shall be for the period of ________________, 2015 through ________________, 2016. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated as provided below.

Section 11.02 Termination of Agreement

This Agreement may be terminated by either party hereto upon providing at least ninety (90) days prior written notice.

Section 11.03 Treatment of Assets Upon Dissolution of Entity

A. In the event that the District dissolves during the term of this Agreement, all of the District's assets used by the Department to provide Emergency Services within the Service Area, including but not limited to all assets purchased by the District and/or with District funds, shall be transferred, along with the District's debts, to the Department so that same may be utilized to provide continued Emergency Services to the Service Area, so long as the Department is located within or embracing the District and the transfer will benefit the District's residents, subject to the requirements of Section 775.055 of the Texas Health & Safety Code.

B. In the event that the Department dissolves during the term of this Agreement, all of the Department's assets used to provide Emergency Services shall be automatically and immediately conveyed and transferred to the District. The Department shall amend its bylaws to ensure compliance with this section within sixty (60) days of the effective date of this Agreement, and shall provide proof of same to the District within ninety (90) days of the effective date of this agreement.

Section 11.04 Notices

All notices, certificates or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail or hand delivery, addressed as follows:

If to District, at:	Jefferson County Emergency Service District No. 4 12880 FM 365 Beaumont, Texas 77705
With a copy to:	Joshua C. Heinz Benckenstein & Oxford, LLP 3535 Calder Ave., Suite 300 Beaumont, Texas 77706 Fax: (409) 833-8819
If to Departments, at:	Labelle-Fannett Volunteer Fire Department 12880 FM 365 Beaumont, Texas 77705

The District or the Department may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 11.05 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the District and the Department.

Section 11.06 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.07 Execution and Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.08 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

Section 11.09 Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

Section 11.10 Venue

This Agreement is fully performable and enforceable in Jefferson County, Texas, wherein venue hereunder shall lie.

Section 11.11 Attorney's Fees

In an action to enforce any provision of this Agreement, the prevailing party may recover its attorney's fees, costs and expenses from the non-prevailing party. This section shall survive the termination of this Agreement.

Section 11.12 Legal Representation

The District's legal representation is by and through Benckenstein & Oxford, L.L.P. Benckenstein & Oxford, L.L.P. does not represent the Department, and the Department hereby acknowledges this fact. The District recommends that the Department have an attorney review this Agreement prior to signing.

IN WITNESS WHEREOF the District and the Department have caused this Agreement to be executed in their respective corporate names and attested by the duly authorized officers.

Signed this ________ day of _________________, 2014.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 By: ____________________________ Printed Name: Jeff Roebuck Title: District President	LABELLE-FANNETT VOLUNTEER FIRE DEPARTMENT By: ____________________________ Printed Name: _________________ Title: Department President
ATTEST: By: ____________________________ Printed Name: Sandra Duhon Title: District Secretary	ATTEST: By: ____________________________ Printed Name: _______________ Title: Department Secretary

EXHIBIT A

DISTRICT AND DEPARTMENT SERVICE AREA MAP

EXHIBIT B

MONTHLY REPORT

Month: ____________________

Total Calls Received: ____________________

Responses:

Structure Fires: ____________________

Wood/Grass Fires: ____________________

Vehicles/Wrecks: ____________________

EMT/First Responder: ____________________

Others: ____________________

Total: ____________________

Mutual Aid Responses: ____________________

Other Matters and/or Specific Event Details:

____

____

____

____

____

____

____

____

EXHIBIT C

CHAIN OF COMMAND

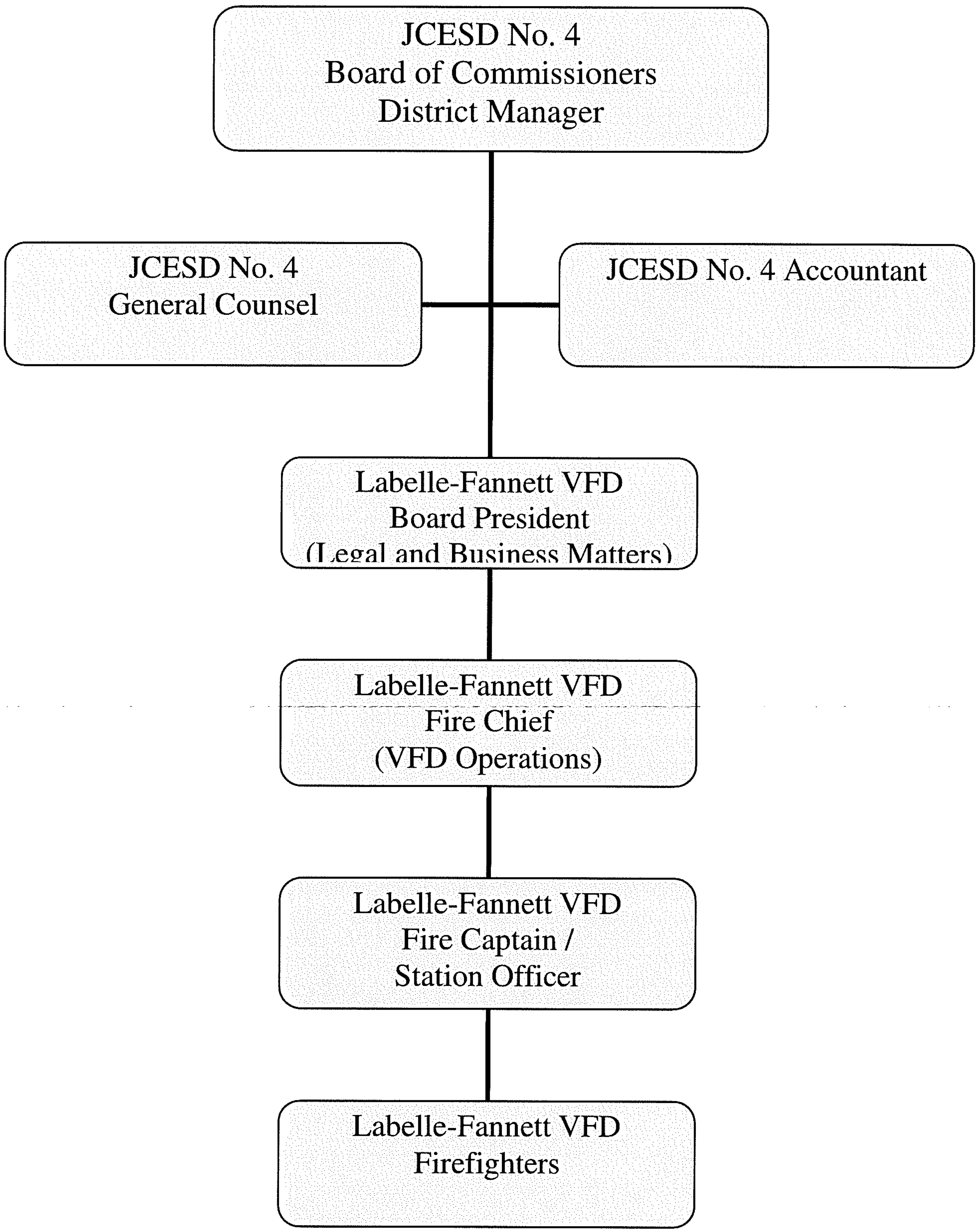

Exhibit H

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
PURCHASING POLICIES AND PROCEDURES

I.

GENERAL

A. Purpose and Objective

1. The purpose of these Purchasing Policies and Procedures is to assure proper controls, oversight and coordination of all District purchasing and procurement, and adherence to any laws applicable to purchasing and procurement.

2. The objective of these Purchasing Policies and Procedures is to establish and define the rules and procedures for all goods purchased and services procured by the District, define and clarify responsibilities and authorities, ensure proper oversight and supervision, standardize and communicate approved practices and procedures, and maintain sufficient management and accounting practices.

3. All District staff members and contract personnel, as well as any organizations providing contract fire protection or emergency medical services on behalf of the District, shall become familiar with and adhere to these Purchasing Policies and Procedures.

B. Definitions

1. District – Jefferson County Emergency Services District No. 4.

2. Board – Board of Commissioners of Jefferson County Emergency Services District No. 4.

3. District Manager – Manager of Jefferson County Emergency Services District No. 4.

4. Administrative Office – Administrative Office of Jefferson County Emergency Services District No. 4, which is located at 12880 FM 365, Beaumont, Texas 77705.

5. Budget – The approved and adopted operating budget of Jefferson County Emergency Services District No. 4 for the current fiscal year.

6. Cost – The cost of a good or service. In the event that multiple goods or services are purchased or obtained/purchased at the same time and will be billed/charged on the same invoice, then the cost shall be the total cost of the goods or services purchased.

7. <u>Emergency Expenditure</u> – Purchase of a good or service which is immediately necessary in order to preserve and protect the health and safety of the District personnel, contract service providers, or any resident of the District, or to protect and prevent damage, or further damage, to the facilities or equipment of the District or its contract service providers, or any residential, commercial, or industrial interests in the District.

II.

GOODS AND SERVICES

A. Purchase of All Goods and Services

Subject to the cost-specific rules and procedures set forth herein below, the following rules and procedures apply to the purchase and procurement of all goods and services for and on behalf of the District, excluding professional services:

1. The District Manager is responsible for the purchase and procurement of all goods and services, excluding professional services.

2. The District Manager or his authorized designee shall be responsible for determining source of supply, quantities purchased, delivery schedules, and price negotiations.

3. All goods purchased and all repairs performed shall be done in the District's name and for the District's account.

4. The District Manager or his authorized designee shall provide all vendors and service providers with the District's administrative office address, and shall ensure that all bills and/or invoices are forwarded to said address.

5. For goods purchased, all vendors shall deliver purchased goods to the District's administrative office address, and the District Manager or his authorized designee shall receive and sign for all goods delivered, unless the District Manager or his authorized designee pick the goods up from the vendor.

6. For all goods having a purchase price of $500.00 or greater and all goods which have a license, registration, serial or other identifying number shall be assigned a District inventory number upon receipt, and the District manager or his authorized designee shall affix an inventory tag or label on said item with the District inventory number identified thereon.

7. The District Manager or his authorized designee shall originate all purchases and procurement of goods and services, and all purchases of goods shall be originated with a purchase order or other approved document.

8. For the purchase of goods, the District Manager or his authorized designee shall prepare a purchase order, and if requested, the Purchase Order shall be provided to the vendor.

9. The District Manager or his authorized designee shall place all orders for the purchase of goods and shall authorize the performance of all services.

10. The District Manager or his authorized designee shall ensure that all commitments to vendors and service providers are in writing, either by way of a purchase order or other written instrument.

11. The District Manager or his authorized designee shall ensure that any goods or services being purchased or procured are budget-approved items, and that there is sufficient funds remaining in the budget for the purchase or procurement of any goods or services.

12. Prior to purchasing any goods or procuring any services, the District Manager or his authorized designee shall verify that sufficient District funds are available for the goods to be purchased or services to be performed.

13. Whenever practical, and unless otherwise waived by the Board, the District Manager or his authorized designee shall obtain at least three (3) quotations from qualified vendors for any goods to be purchased and services to be procured.

14. Before entering into a contract with an entity or individual for performance of services for or on behalf of the District, proof of commercial general liability insurance and worker's compensation, in an amount required by the Board, must be provided by the individual or entity to the Board prior to the commencement of any services to be performed. The only exception to this requirement is if the service to be performed qualifies as an emergency expenditure.

15. The District Manager or his authorized designee shall provide the District Accountant with original invoices and/or receipts for all goods and services purchased, a copy of the purchase order for goods purchased, the original packing slip for goods delivered, and the proper District accounting code.

B. <u>$0.01 to $2,500.00</u>

Subject to the rules and procedures set forth in Section II.A. above, the following applies to all goods and services having a cost up to and not exceeding $2,500.00:

The District Manager or his authorized designee is authorized to purchase and procure budget-approved goods and services which have a cost up to and not exceeding $2,500.00 without prior Board approval.

C. <u>$2,500.01 to $5,000.00</u>

Subject to the rules and procedures set forth in Section II.A. above, the following apply to all goods and services having a cost of $2,500.01 to $5,000.00:

1. Prior to purchasing or procuring any goods or services having a cost of $2,500.01 to $5,000.00, the District Manager or his authorized designee shall obtain verbal or written approval from a minimum of three (3) Board members.

2. The forgoing requirement does not apply if the goods or services are considered an emergency expenditure, which is addressed in more detail below.

D. <u>$5,000.01 and Above</u>

Subject to the rules and procedures set forth in Section II.A. above, the following apply to all goods and services having a cost of $5,000.01 and above:

1. For all goods purchased and services procured which have a cost of $5,000.01 or greater, the District Manager shall obtain approval from a majority of the Board by formal action at a regular or specially set Board meeting.

2. The District Manager or his authorized designee shall be responsible for placing an action item on the agenda for the next regular or specially set Board meeting upon receiving notice or discovering that such goods or services are needed or have been requested in order to obtain the requisite authority to make said purchase.

3. The forgoing requirement does not apply if the goods or services are considered an emergency expenditure, which is addressed in more detail below.

E. <u>$50,000.00 and Above</u>

Subject to the rules and procedures set forth in Sections II.A. and II.D. above, the following apply to all goods and services having a cost of $5,000.00 and above:

1. Texas law requires that purchases having a cost of $50,000.00 or more utilize a process of competitive bidding, unless said purchases are made through legally established purchasing cooperatives, including but not limited to, HGAC and Buy Board.

2. The following items and situations are exempt from the State bidding requirements:

a. Items purchased in case of public calamity that requires the immediate appropriation of money to relieve the needs of citizens or to preserve District property.

b. Items to preserve or protect the public health or safety of the residents of the District.

c. Items necessary because of unforeseen damage to public machinery, equipment, or other property.

d. Personal, professional, or planning services.

e. Work that is performed and paid for on a daily basis (day labor) as the work progresses;

f. Land or right-of-way.

g. Items available from only one source, including: patented, copyrighted, natural monopoly, or secret processes items; films, manuscripts, or books; gas, water, or other utilities; captive replacement parts or components for equipment; books, papers, and other library materials subject to exclusive distribution rights; and management services provided by non-profit organizations to a municipal museum, park, zoo, or other facility to which the organization has financially or otherwise supported.

h. Rare books, papers, and other library materials for a public library.

i. A public improvement project, already in progress, authorized by the voters of the District, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.

j. A payment under a contract by which a developer participates in the construction of public improvement under Subchapter C, Chapter 212.

k. Personal property sold at a public auction by a licensed auctioneer, or sold at a going out of business sale, or sold by another political subdivision of the state, a state agency or the federal government or under an inter-local contract for cooperative purchasing administered by a regional planning commission established under Chapter 391.

l. Services performed by blind or severely disabled persons.

m. Goods purchased by the District for subsequent retail sale by the District.

n. Electricity.

3. At a regular or specially set Board meeting, the Board shall authorize, by majority vote, the initiation of the bid process or purchase of goods through a purchasing cooperative, unless one of the above-identified exceptions apply.

4. The District Manager or his authorized designee shall be responsible for placing an action item on the agenda for the next regular or specially set Board meeting upon receiving notice or discovering that such goods or services are needed or have been requested in order to obtain the requisite authority to initiate the bid process or purchase goods through a purchasing cooperative, or to determine whether one of the above-identified exceptions apply.

5. Upon receiving authority from the Board, the District Manager or his authorized designee shall prepare and distribute the necessary bid notices, specifications, packets and other required documentation.

6. The bid notice, specifications and dates shall be coordinated and confirmed with the District Legal Counsel to ensure compliance with State law.

7. Bids shall be considered and tabulated in accordance with Texas law.

8. If bids are received from two (2) or more responsible and qualified bidders, the Board shall consider previous products and/or work supplied to the District and if the bidders reside in the District. If all factors are equal, lots shall be drawn to award the bid.

9. Upon completion of the bid process and awarding the bid, the District Manager or his authorized designee shall complete a purchase order for any goods to be purchased.

F. Emergency Expenditures

Subject to the rules and procedures set forth in Sections II.A. above, the following apply in the event that a purchase or procurement of goods and services is considered an emergency expenditure:

1. If the purchase or procurement of a good or service having a cost of $2,500.01 or greater qualifies as an emergency expenditure, the District Manager or his authorized designee is authorized to purchase and procure any such goods and services without prior Board approval.

2. The District Manager or his authorized designee shall notify the Board as soon as practical upon making any emergency expenditure, and shall provide a detailed explanation to support classification of same as an emergency expenditure.

III.

PROFESSIONAL SERVICES

The procurement and retention of professional services by the District shall be conducted in accordance with State law.

IV.

COMPLIANCE WITH STATE LAW

In the event that this Policy conflicts in any way with laws of the State of Texas, said law shall govern and control all actions by the District, and all goods purchased and services procured shall be done in strict compliance therewith.

V.

CREDIT CARD PURCHASES

A. General

1. Purchases of goods and services with a District credit card shall only be made when it is not possible or practical to obtain a District check to pay for the goods or services, and the vendor or service provider will not establish a line of credit or account for the District.

2. Purchases of goods and services with a District credit card are subject to and shall be done in compliance with any applicable purchasing and procurement rules and procedures set forth herein above.

3. The District Manager or his authorized designee shall provide the District Accountant with all credit card statements/invoices within seven (7) days of the District's receipt of same, and include therewith supports for all purchases identified on said statement/invoice, including but not limited to, the materials described in Section II.A.13. above.

B. Board

1. Each member of the Board shall be provided with a District credit card and shall be authorized to use same to pay expenses associated with their duties as a member of the Board, including but not limited to, attendance of meetings, conferences and seminars, and in other situations with prior Board approval.

2. In the event a Board member uses a District credit card, said Board member shall obtain and provide the District Manager with all receipts and other documents to support any purchase/charges made by said Board member, so that the District Manager may include same with the credit card statement/invoice in accordance with Section V.A.3. above.

C. District Manager

1. The District Manager shall be provided with a District credit card and authorized to use same for the purchase of goods and services for and on behalf of the District.

2. In the event the District Manager uses a District credit card, he shall obtain and provide the District Manager with all receipts and other documents to support any purchase/charges made by him so that the he may include same with the credit card statement/invoice in accordance with Section V.A.3. above.