

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

A regular meeting of the Board of Commissioners of the Jefferson County Emergency Services District No. 4 ("District") was called for at 5:30 p.m. on the 20th day of November, 2013, at the District's administrative office, located at the Labelle-Fannett VFD fire station, 12880 FM 365, Beaumont, Texas 77705, pursuant to notice duly posted according to law.

The meeting was called to order at approximately 5:30 p.m., and 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 Assistant Treasurer Cox, thus constituting a quorum. Also present at the meeting were Joshua Heinz of the law firm Benckenstein & Oxford, L.L.P., attorneys for the District, as well as the persons identified on 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. Ken Duhon, President of the Cheek VFD, requested that the Board consider alternating its regular meeting location between the Cheek VFD and Labelle-Fannett VFD fire stations, as he requested at the prior meeting. Mr. Duhon was advised that the issue was on the agenda, and would be discussed later in the meeting. There was no further public comment.

The Board was then directed to Agenda Item No. 4 for review of the Minutes of the October 16, 2013 regular meeting. Upon motion by Vice President Reneau and seconded by Treasurer Melton, the proposed Minutes were unanimously approved by the Board members present.

Next, President Roebuck directed the Board's attention to Agenda Item No. 5 for the Treasurer's Report. Treasurer Melton reported that the District has received \$2,165.64 in tax revenue from the Jefferson County Tax Office for the period ending October 31, 2013, and the balance in the District's account at Texas First Bank for the period ending October 31, 2013 was \$1.93, as reflected on the Tax Distribution and Account statements attached hereto as **Exhibit B**.

President Roebuck then directed the Board to Agenda Item No. 6 regarding contracts between the District and the VFDs. The Board reviewed the draft service agreements, copies of which are attached hereto as **Exhibit C**, and discussed with the VFDs' representatives their preferences relating to certain terms of the proposed contracts, including, but not limited to, transfer of the VFDs' assets to the District and procedures for paying the VFDs' operating expenditures. Upon motion by President Roebuck and seconded by Vice President Reneau, and with the unanimous consent of the Board members present, the Board confirmed that Cheek VFD will be transferring its assets to the District while Labelle-Fannett VFD will not; decided that the District will pay the VFDs' operating expenditures directly on a monthly basis after same have been submitted to the Board by the VFDs for approval; and, tentatively approved the draft service contracts subject to changes relating to funding procedures and transfer of assets.

Thereafter, the Board was directed to Agenda Item No. 7 regarding retention of an accountant, bookkeeper, and/or auditor for the District. Treasurer Melton informed the Board that Assistant Treasurer Cox has been gathering information on potential accountants and auditors, and requested that this matter be tabled until the next meeting. The Board also discussed briefly the responsibilities of a possible District administrator, along with needed office equipment and supplies under Agenda Item No. 8, but decided to hold off on considering these items until an accountant has been retained. Accordingly, Agenda Item Nos. 7 and 8 were tabled until the next meeting.

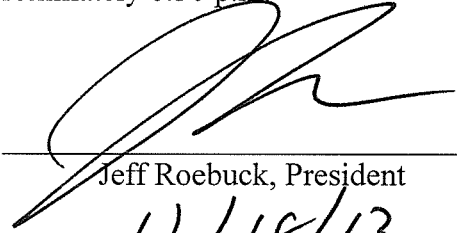
After the Board discussed the available FEMA grants with the VFDs' representatives, who indicated that they will be applying for the grants, Agenda Item Nos. 9 and 10 were tabled until the next meeting because Assistant Treasurer Cox has also been gathering information relating to ISO evaluations and designing the District's seal.

Next, the Board moved along to Agenda Item No. 11 regarding the location of the Board's regular meetings. During the public comments and in previous meetings, Mr. Duhon requested that the Board consider alternating meeting locations between the Labelle-Fannett and Cheek fire stations, so that it will be convenient for Cheek residents to attend. The Board discussed the matter and agreed that the Labelle-Fannett fire station, being also the District's administrative office, is the best suited location for the Board's regular meetings. However, the Board will make an effort to occasionally hold its regular meetings, possibly once every quarter, in the Cheek area, for which the Board will make arrangements at the meeting prior.

President Roebuck then directed the Board to Agenda Item No. 12, at which time Mr. Heinz reported on the recent activities of counsel. Mr. Heinz advised the Board that

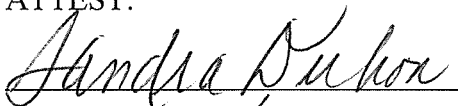
he continues to work with BASF's tax consultants and the City of Port Arthur on a proposed resolution to the issue concerning BASF's facility on West Port Arthur Rd., and he will continue to keep the Board apprised as the matter develops.

There being no further matters to come before the Board under Agenda Item No. 13, the regular meeting was adjourned at approximately 6:30 p.m.



Jeff Roebuck, President
Date: 12/18/13

ATTEST:



Name/Position: Secretary
Date: 12/18/13

Exhibit A

ESD #4

11-20-13

Carolyn Hurych Hampshire EMS

Patrick Larson

DENNIS GIFFORD LF-FD

Carol Gifford LF-FD

RJ Rivett LF-FD

Darlene Rivett LEUFD

Jacob Rivett LEUFD

HENRY LABIZIE LEUFD

Scott Newvine LFUFD

KENNETH Denton CVFD

Exhibit B

11/06/2013 03:33:53 1516462
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2013 THRU 10/31/2013
 JURISDICTION: 0086 EMER SER DISTRICT #4

PAGE: 58
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PRORATE INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2013	M & O	.0900000	2,165.64	.00	.00	.00	2,165.64	.00	.00	.00	2,165.64
	I & S	.0000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.0900000	2,165.64	.00	.00	.00	2,165.64	.00	.00	.00	2,165.64
ALL	M & O		2,165.64	.00	.00	.00	2,165.64	.00	.00	.00	2,165.64
ALL	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
ALL	TOTAL		2,165.64	.00	.00	.00	2,165.64	.00	.00	.00	2,165.64
DIQ	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
DIQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DIQ	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	M & O		2,165.64	.00	.00	.00	2,165.64	.00	.00	.00	2,165.64
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		2,165.64	.00	.00	.00	2,165.64	.00	.00	.00	2,165.64



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-TF01 (8321)

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

1
JEFFERSON COUNTY EMERGENCY
SERVICES No. 4
12880 FM 365 RD
BEAUMONT TX 77705-9682

Page 1 of 3

Account Number: 10031508
 Date: 10/31/13
 Enclosures: 2

EM

PUBLIC FUNDS TIERED INT.	Acct 10031508
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Summary of Activity Since Your Last Statement

Beginning Balance	10/01/13	14.00 -
Deposits / Misc Credits	3	2,169.08
Withdrawals / Misc Debits	2	2,153.15
** Ending Balance	10/31/13	1.93 **
Service Charge		.00
Interest Paid Thru 10/31/13		.08
Interest Paid Year To Date		.08
Annual Percentage Yield Earned		.10 %
Number of Days for A.P.Y.E.		31
Average Balance for A.P.Y.E.		966.65
Minimum Balance		14 -
Enclosures		2

Deposits and Other Credits

Date	Amount	Activity Description
10/02	2,154.00	CREDIT FROM LOAN 70011420
10/02	15.00	Refund Balance Requirement Fee
10/31	.08	Interest Paid

Debits and Other Withdrawals

Date	Amount	Activity Description
10/08	29.15	DELUXE CHECK/CHECK/ACC. JEFFERSON EMERGENCY

Checks

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
10/16	1005	2,124.00						

* Indicates a break in check number sequence



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(409) 296-2111

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

Page 1
2 of 3

Account Number: 10031508

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10/02	2,155.00	10/16	1.85		
10/08	2,125.85	10/31	1.93		

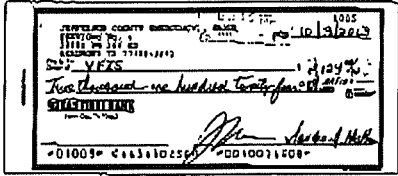
TEXAS FIRST BANK

1

Account Number 10031508

Date 10/31/2013

Page 3 of 3



10/16/2013 1005 \$2,124.00



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 (855) 355-TF81 (8321)

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

1
JEFFERSON COUNTY EMERGENCY
SERVICES No. 4
12880 FM 365 RD
BEAUMONT TX 77705-9682

Page 1 of 2

Account Number: 10031508
 Date 09/30/13
 Enclosures: 2

EM

PUBLIC FUNDS TIERED INT.	Acct 10031508
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Summary of Activity Since Your Last Statement

Beginning Balance	9/25/13	.00
Deposits / Misc Credits	2	101.00
Withdrawals / Misc Debits	2	115.00
** Ending Balance	9/30/13	14.00 - **
Service Charge		15.00
Average Balance		1
Minimum Balance		1
Enclosures		2

Deposits and Other Credits

Date	Amount	Activity Description
9/25	1.00	Deposit
9/27	100.00	Deposit

Debits and Other Withdrawals

Date	Amount	Activity Description
9/27	100.00	Debit Memo
9/30	15.00	BALANCE REQUIREMENT FEE

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
9/25	1.00	9/27	1.00	9/30	14.00 -

TEXAS FIRST BANK

Account Number 10031508

Date 09/30/2013

Page 2 of 2

TEXAS FIRST BANK		OPTIONAL SERVICE
DATE 9-25-13	AMOUNT	1.00
EMERGENCY SERVICES		
* 10031508		1.00
1:5011-02501		

09/25/2013 \$1.00

CREDIT DEBIT		OPTIONAL TRANSACTION
DATE 9-27-13	AMOUNT	100.00
CREDIT		
* 10031508		100.00
C3010401534		

09/27/2013 \$100.00

Exhibit C

**AGREEMENT FOR PROVIDING
FIRE PROTECTION SERVICES**

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This is an Agreement for Providing fire Protection Services (“Agreement”), effective as of _____, 2013, 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 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 (“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 to acquire and assume responsibility for any and all assets necessary to provide such services; 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 to 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 prior 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 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 others 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.
- 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 owned as of the effective date of this Agreement and 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 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 AND WARRANTIES

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 aid from other emergency service organizations as deemed necessary by the Department.

Section 2.02 Department's Representations and Warranties

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 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.

C. 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.

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

E. The quality of the Emergency Services to be provided to the residents, commercial 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.

F. 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 for Emergency Services operations, and for legal and business matters and shall report directly to the Board 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 Board to determine what constitutes an emergency for a response by the Department.

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

D. The Department shall disclose quarterly to the Board prior to the District's January, April, July and October meetings, a roster of all of the Department's personnel, noting thereon the respective state certifications held by the personnel and the percentage of calls that each member responded to 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 Board, in writing within ten days of an occurrence, when the level of personnel in the Department declines by more than 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 Board in writing within ten days of the date the Department receives official notice of such non-compliance.

H. The Department shall maintain and repair any and all equipment used to provide Emergency Services to the Service Area 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. Approvals and Permits. 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, the Department will repair any out-of-service equipment.

I. The Department shall make recommendations to the Board for future acquisition of additional equipment and other property prior to May 1st of each year.

J. The Department shall implement and maintain a staff and emergency services personnel evaluation and review policy toward the goal of satisfying the requirements under Paragraph 2.04.D. and 2.04.F. The personnel evaluation and review policy shall include policies dealing with discrimination, sexual harassment, and chain of command, and shall be delivered to the Board upon execution of the Agreement, if the policy is then in place; otherwise, it shall be delivered not later than 90 days following the effective date of the Agreement.

ARTICLE III.
SERVICE 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 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. Provided however that, the Department will enter into agreements with the High Island Volunteer Fire Department and the Port Bolivar Volunteer Fire Department for automatic mutual aid in order to provide the Emergency Services in the Service Area and throughout the District when appropriate or as needed. The Department shall obtain prior written approval from the Board for all such mutual aid agreements, approval of which shall not be unreasonably withheld.

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 District shall insure all of the equipment and property 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.

B. At all times during the term of this Agreement, and following the expiration of any policy currently held by the Department, the District shall ensure that the Department's Worker's Compensation coverage, with respect to all volunteer members, is maintained and the District shall pay for same.

Section 4.02 Indemnification

The Department shall indemnify and hold harmless the District and its officers, members, employees, attorneys 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; PAYMENTS BY DISTRICT; AUDIT;
AND TITLE TO ASSETS

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.

Section 5.02 Payments to Department

A. The District shall make payments to the Department from current revenues on hand in accordance with the approved operating budget for the Department for the current fiscal year. As unexpected or emergency expenditures arise, Department may submit a proposal itemizing those additional expenses to the Board for the District's review and action. All requests by Department for additional funds shall be in writing, stating the unexpected or emergency event. The District is not obligated to approve or fund unexpected or emergency expenditures.

B. Notwithstanding any other provisions in this Agreement, the District is not required to pay funds to Department or approve Department's proposed operating budget, and the District will not be obligated to make any payment to Department except in accordance with

Department's approved operating budget, as modified and approved by the Board from time to time.

Section 5.03 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 audit/financial review documents requested by the District or its auditor available on or before January 1st of the year following the period for which the audit or financial review is being prepared.

Section 5.04 Title to 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. Following the effective date of this Agreement, 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 to the Service Area shall be acquired in the name of the District. The District agrees to make such assets fully available and to be placed in the possession of the Department to be used by the Department in accordance with this Agreement and the protocols adopted by the Department from time to time in order for the Department 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 approval of the Board.

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

**ARTICLE VI.
REPORTS**

Section 6.01 Annual Report

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

Section 6.02 Monthly Report

A. Department shall deliver a monthly written report to the Board 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 aid was requested. A sample of this report is attached here to as Exhibit "B".

Section 6.03 Other Information

The Department shall furnish or cause to be furnished to the District and to any agent of the District, such reports or information concerning the Department as the District may reasonably request. Such reports may include, at the District's discretion, response times for the various calls made by the Department, calls and response times broken down by zone or neighborhood, or types of calls.

**ARTICLE VII.
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 District. Further, this Agreement may be modified only on the prior written consent of all parties.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 Term of Agreement

This Agreement shall be for the period of _____, 2013 through _____, 2014. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated as provided below.

Section 8.02 Termination of Agreement

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

Section 8.03 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 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, including the Equipment, used to provide Emergency Services must be automatically and immediately conveyed and transferred to the District. Department will amend its bylaws to ensure compliance with this section within 90 days of the effective date of this Agreement.

Section 8.04 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
General Counsel
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 Department may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 8.05 Binding Effect

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

Section 8.06 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 8.07 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 8.08 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 8.09 Governing Law

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

Section 8.10 Venue

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

Section 8.11 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 8.12 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 Department have caused this Agreement to be executed in their respective corporate names and their respective corporate seal to be hereunto affixed and attested by the duly authorized officers.

Signed this _____ day of _____, 2013.

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

EXHIBIT C

CHAIN OF COMMAND

**AGREEMENT FOR PROVIDING
FIRE PROTECTION SERVICES**

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This is an Agreement for Providing fire Protection Services (“Agreement”), effective as of _____, 2013, 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 Cheek 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 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 (“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 to acquire and assume responsibility for any and all assets necessary to provide such services; 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 to 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 prior 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 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 others 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.
- E. Department. Cheek 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 owned as of the effective date of this Agreement and 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 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 AND WARRANTIES

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 aid from other emergency service organizations as deemed necessary by the Department.

Section 2.02 Department's Representations and Warranties

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 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.

C. 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.

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

E. The quality of the Emergency Services to be provided to the residents, commercial 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.

F. 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 for Emergency Services operations, and for legal and business matters and shall report directly to the Board 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 Board to determine what constitutes an emergency for a response by the Department.

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

D. The Department shall disclose quarterly to the Board prior to the District's January, April, July and October meetings, a roster of all of the Department's personnel, noting thereon the respective state certifications held by the personnel and the percentage of calls that each member responded to 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 Board, in writing within ten days of an occurrence, when the level of personnel in the Department declines by more than 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 Board in writing within ten days of the date the Department receives official notice of such non-compliance.

H. The Department shall maintain and repair any and all equipment used to provide Emergency Services to the Service Area 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. Approvals and Permits. 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, the Department will repair any out-of-service equipment.

I. The Department shall make recommendations to the Board for future acquisition of additional equipment and other property prior to May 1st of each year.

J. The Department shall implement and maintain a staff and emergency services personnel evaluation and review policy toward the goal of satisfying the requirements under Paragraph 2.04.D. and 2.04.F. The personnel evaluation and review policy shall include policies dealing with discrimination, sexual harassment, and chain of command, and shall be delivered to the Board upon execution of the Agreement, if the policy is then in place; otherwise, it shall be delivered not later than 90 days following the effective date of the Agreement.

ARTICLE III.
SERVICE 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 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. Provided however that, the Department will enter into agreements with the High Island Volunteer Fire Department and the Port Bolivar Volunteer Fire Department for automatic mutual aid in order to provide the Emergency Services in the Service Area and throughout the District when appropriate or as needed. The Department shall obtain prior written approval from the Board for all such mutual aid agreements, approval of which shall not be unreasonably withheld.

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 District shall insure all of the equipment and property 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.

B. At all times during the term of this Agreement, and following the expiration of any policy currently held by the Department, the District shall ensure that the Department's Worker's Compensation coverage, with respect to all volunteer members, is maintained and the District shall pay for same.

Section 4.02 Indemnification

The Department shall indemnify and hold harmless the District and its officers, members, employees, attorneys 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; PAYMENTS BY DISTRICT; AUDIT;
AND TITLE TO ASSETS

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.

Section 5.02 Payments to Department

A. The District shall make payments to the Department from current revenues on hand in accordance with the approved operating budget for the Department for the current fiscal year. As unexpected or emergency expenditures arise, Department may submit a proposal itemizing those additional expenses to the Board for the District's review and action. All requests by Department for additional funds shall be in writing, stating the unexpected or emergency event. The District is not obligated to approve or fund unexpected or emergency expenditures.

B. Notwithstanding any other provisions in this Agreement, the District is not required to pay funds to Department or approve Department's proposed operating budget, and the District will not be obligated to make any payment to Department except in accordance with

Department's approved operating budget, as modified and approved by the Board from time to time.

Section 5.03 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 audit/financial review documents requested by the District or its auditor available on or before January 1st of the year following the period for which the audit or financial review is being prepared.

Section 5.04 Title to 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. Following the effective date of this Agreement, 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 to the Service Area shall be acquired in the name of the District. The District agrees to make such assets fully available and to be placed in the possession of the Department to be used by the Department in accordance with this Agreement and the protocols adopted by the Department from time to time in order for the Department 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 approval of the Board.

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

ARTICLE VI.
REPORTS

Section 6.01 Annual Report

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

Section 6.02 Monthly Report

A. Department shall deliver a monthly written report to the Board 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 aid was requested. A sample of this report is attached here to as Exhibit "B".

Section 6.03 Other Information

The Department shall furnish or cause to be furnished to the District and to any agent of the District, such reports or information concerning the Department as the District may reasonably request. Such reports may include, at the District's discretion, response times for the various calls made by the Department, calls and response times broken down by zone or neighborhood, or types of calls.

**ARTICLE VII.
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 District. Further, this Agreement may be modified only on the prior written consent of all parties.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 Term of Agreement

This Agreement shall be for the period of _____, 2013 through _____, 2014. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated as provided below.

Section 8.02 Termination of Agreement

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

Section 8.03 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 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, including the Equipment, used to provide Emergency Services must be automatically and immediately conveyed and transferred to the District. Department will amend its bylaws to ensure compliance with this section within 90 days of the effective date of this Agreement.

Section 8.04 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
 General Counsel
 Benckenstein & Oxford, LLP
 3535 Calder Ave., Suite 300
 Beaumont, Texas 77706
 Fax: (409) 833-8819

If to Departments, at: Cheek Volunteer Fire Department
 P.O. Box 22124
 Beaumont, Texas 77720

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

Section 8.05 Binding Effect

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

Section 8.06 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 8.07 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 8.08 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 8.09 Governing Law

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

Section 8.10 Venue

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

Section 8.11 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 8.12 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 Department have caused this Agreement to be executed in their respective corporate names and their respective corporate seal to be hereunto affixed and attested by the duly authorized officers.

Signed this _____ day of _____, 2013.

<p>JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4</p> <p>By: _____ Printed Name: Jeff Roebuck Title: District President</p>	<p>CHEEK VOLUNTEER FIRE DEPARTMENT</p> <p>By: _____ Printed Name: _____ Title: Department President</p>
<p>ATTEST:</p> <p>By: _____ Printed Name: Sandra Duhon Title: District Secretary</p>	<p>ATTEST:</p> <p>By: _____ Printed Name: _____ Title: Department Secretary</p>

EXHIBIT A

DISTRICT AND DEPARTMENT SERVICE AREA MAP

EXHIBIT B
MONTHLY REPORT

EXHIBIT C

CHAIN OF COMMAND