

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 19th day of March 2014, 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 5:35 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, 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, and those 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. At this time, Ken Duhon, Chief of the Cheek VFD requested that the Board consider holding a regular Board meeting in the Cheek area in the near future. There were no further public comments.

The Board then moved along to Agenda Item No. 4 for review of the Minutes of the February 19, 2014 regular meeting and the March 14, 2014 special meeting. Upon

motion by Vice President Reneau and seconded by Treasurer Melton, the proposed Minutes were approved by the Board members present.

The Board was then directed to Agenda Item No. 5 for the Treasurer's Report and payment of bills. Treasurer Melton reported that the District's Texas First Bank account balance as of February 28, 2014 was \$274,156.40, as reflected on the account statement attached hereto as **Exhibit B**. The Board also reviewed and discussed the following bills and reimbursement requests being submitted for approval and payment: (1) Jefferson County Appraisal District 2d quarter appraisal fee invoice (\$1,405.43); (2) invoices from AT&T for the District's phone/internet service (\$143.66 and 100.00); (3) Board member travel reimbursement requests relating to their attendance at the SAFE-D conference (Assistant Treasurer Cox: \$265.44; Treasurer Melton: \$463.66; Vice President Reneau: \$301.76; and, Secretary Duhon: \$391.77); and, (4) invoice from Benckenstein & Oxford, LLP ("B&O") for February 2014 (\$9,752), copies of which are attached hereto as **Exhibit C**. Upon motion by Treasurer Melton and seconded by Vice President Reneau, and with the unanimous consent of the Board members present, the above listed invoices and reimbursement requests were approved along with payment of same.

Next, President Roebuck directed the Board's attention to Agenda Item No. 6 regarding credit cards for the District. Treasurer Melton and Mr. Heinz advised the Board of the information, materials, and Board authorization required by Texas First Bank in order for it to process the District's credit card application(s). After discussing the matter, Secretary Duhon made a motion to authorize the District to apply for and obtain through Texas First Bank five credit cards, one for each of the District Board members, with each credit card having a credit limit of \$5,000.00. The motion was

seconded by Treasurer Melton and unanimously approved by the Board. Secretary Duhon also requested that Mr. Heinz provide the Board members with the documentation and/or forms needed to obtain sales tax exemption on District-related purchases.

Thereafter, the Board was directed to Agenda Item No. 7 regarding retention of an accountant, bookkeeper, and/or auditor for the District. Treasurer Melton presented the Board with a proposed retainer agreement from Mary Ellen Robertson, CPA, to serve as the District's accountant. Upon reviewing the proposed agreement, the Board members all agreed that the agreement needed to include a term period and/or clause allowing either party to terminate same, and that the agreement needed to include a stipulation that prior Board approval is required before Mrs. Robertson may perform any additional work outside of the regular monthly duties set forth in the agreement. Henry Labrie, Treasurer for the Labelle-Fannett VFD, also advised that he had met with Mrs. Robertson for purposes of allowing her an opportunity to review the department's financial records. Treasurer Melton will contact with Mrs. Robertson about revising her proposed retainer agreement per the Board's discussions, and then will present the revised retainer agreement to the Board at its next regular meeting. No action was taken.

President Roebuck then directed the Board to Agenda Item No. 8 regarding the revised Fire Service Agreement drafts for the Labelle-Fannett and Cheek VFDs. Mr. Heinz reviewed with the Board and the VFD representatives the revisions made to the draft agreements, which included a requirement that payment requests must be submitted to the Board within 60-days of the date that the expenditure invoice is received by the departments, and a requirement that the departments must contact a Board member and confirm approval by at least three Board members prior to incurring an emergency

expenditure. Upon motion by Assistant Treasurer Cox and seconded by Vice President Reneau, and with the unanimous consent of the Board members, the revised Fire Service Agreement drafts for the Labelle-Fannett and Cheek VFDs, copies of which are attached hereto as **Exhibit D**, were approved. Mr. Labrie then requested that Mr. Heinz forward him a copy of the revised agreement so that the department and its counsel could review same.

Next, the Board was directed to Agenda Item No. 9 regarding establishment of a Records Management Program for the District and designation of a Records Management Officer. After a brief discussion, the Board again decided to table the matter until the District has acquired sufficient office equipment necessary for maintaining the District's records. In the meantime, Mr. Heinz will continue to maintain the District's records, with the exception of certain financial records, which are in the possession of Treasurer Melton.

President Roebuck then directed the Board to Agenda Item No. 10 to discuss obtaining office equipment and supplies for the District. Treasurer Melton reviewed pricing she had acquired for purchasing a computer, printer/scanner/fax, and software for the District, and the Board discussed the specifications and software needed for utilizing anticipated accounting and other applications. President Roebuck then made a motion to authorize Treasurer Melton to purchase a computer, printer/scanner/fax, and any needed software for the District, with a spending limit of \$2,000.00, which was seconded by Vice President Reneau and unanimously approved by the Board.

Thereafter, the Board was directed to Agenda Item No. 11, at which time Assistant Treasurer Cox advised the Board and the VFD representatives of anticipated

changes to the ISO rating and classification process, and he provided everyone with a document identifying the current minimum standards required in order for the VFDs to obtain an ISO examination and reclassification. Assistant Treasurer Cox recommended that the District first work with and assist the Department in being able to meet the minimum ISO standards, and await to see what, if any, changes are made to the ISO rating and examination process before the VFDs are encouraged to request an examination and possible reclassification.

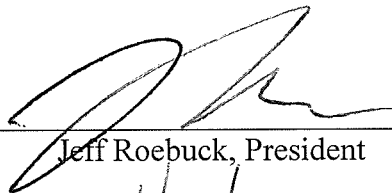
The Board was then directed to Agenda Item No. 12, at which time Mr. Heinz reviewed the exhibits to the VFDs' service agreements, including the service area map, form monthly run report, and a chain of command, and indicated that he would meet with the VFD representatives following the meeting for purposes of reviewing the departments' service area boundaries. Mr. Heinz also reported on the status of the BASF facility on West Port Arthur Rd. and possible removal/exemption of same from the District.

Thereafter, the Board was directed back to Agenda Item No. 5, at which time Ken Duhon presented the Board with an invoice from Farmers/TWIA to renew Cheek VFD's windstorm policy (\$2,408.00), which had recently lapsed. Upon motion by Vice President Reneau and seconded by Assistant Treasurer Cox, and with the unanimous consent of all the Board members, the Famers/TWIA windstorm policy premium invoice was approved for payment, a copy of which attached hereto as part of **Exhibit C**. Additionally, Henry Labrie advised the Board that Labelle-Fannett VFD Engine 1 was in need of maintenance and repairs, and he presented the Board with a repair estimate from Siddons-Martin, totaling \$10,261.83. Mr. Labrie also advised that Engine 8 was in need

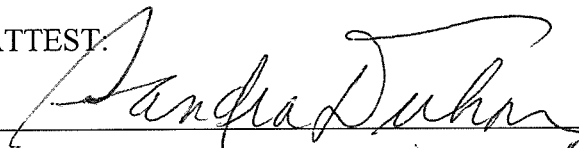
of some repairs, the extent of which is unknown, and that the department would need to get Engine 8 repaired and back in service before taking Engine 1 in for repairs. Upon motion by Assistant Treasurer Cox and seconded by Vice President Reneau, and with the unanimous consent of all the Board members, the repair estimate for Labelle-Fannett VFD Engine 1 was approved, but the Board requested the department first inquire as to and advise the Board of any repairs needed for Engine 8 before placing Engine 1 out of service.

Lastly, President Roebuck addressed the VFDs representatives and advised that the District main purpose is to ensure that its residents receive the best fire protection and emergency service available, and he encouraged that the departments maintain good communications with the Board so that the District can accomplish its goals.

There being no further matters to come before, the regular meeting was adjourned at approximately 6:40 p.m.



Jeff Roebuck, President
Date: 4/16/2014

ATTEST:


Name/Position: Sandra Duhon/Secretary
Date: 4-16-14

Exhibit A

JCESD No. 4 - 3/19/2014

Sign-In Sheet

1. KENNEDY DONALD	CHECK VFD
2. R. A. RIVERA (401)	LFVFD
3. Darlene Rivett (302)	LFVFD
4. Gunn Sonnier	LFVFD Ladies
5. Philip Sonnier #133	LFVFD.
6. Scott Newvine 110	LFVFD
7. Charles Sonnier 132	LFVFD
8. HENRY LABRIE 103	LFVFD
9. Randall Jacob Rivett 101	LFVFD

Exhibit B



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

Page: 1

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

Account Number: 10031508
Statement Date: 3/02/14
Checks/Items Enclosed: 1

EM

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

Beginning Balance 2/01/14 197,774.31
Deposits / Misc Credits 3 178,179.01
Withdrawals / Misc Debits 4 101,796.92
** Ending Balance 2/28/14 274,156.40 **
Service Charge .00
Interest Paid Thru 2/28/14 49.54
Interest Paid Year To Date 71.47
Annual Percentage Yield Earned .20%
Number of Days for A.P.Y.E. 28
Average Balance for A.P.Y.E. 328,184.63
Minimum Balance 197,774
Enclosures 1

FEE RECAP

Table with 3 columns: Description, Total for this period, Total year-to-date. Rows include Total Overdraft Fees and Total Returned Item Fees.

DEPOSITS AND OTHER CREDITS

Table with 3 columns: Date, Deposits, Activity Description. Rows include INCOMING WIRE and Interest Paid.

DEBITS AND OTHER WITHDRAWALS

Table with 3 columns: Date, Withdrawals, Activity Description. Row includes INCOMING WIRE FEE.



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

Page: 2

JEFFERSON COUNTY EMERGENCY

Account Number: 10031508
Statement Date: 3/02/14

DEBITS AND OTHER WITHDRAWALS

Date	Withdrawals	Activity Description
2/10	7.00	INCOMING WIRE FEE-P201402100001970-01970
2/24	4,341.54	JEFFERSON CO TAX/CHECKPAYMT Check Number: 1503

CHECKS PAID

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
2/21	1504	97,441.38						

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
2/04	375,863.28	2/21	278,448.40	2/28	274,156.40
2/10	375,889.78	2/24	274,106.86		

Exhibit C

JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4
12880 FM 365 FM
BEAUMONT, TX 77705

88-1025/1131

1511

DATE 3-19-2014

PAY TO
THE ORDER OF

Jefferson County Appraisal District 1405 45/100
Four hundred five dollars and 45/100

DOLLARS



Security Features
Included
Deposit on Back

TEXAS FIRST BANK

18831 Hwy 124
Fannett, TX 77705
409-296-8300
www.texasfirstbank.com

MEMO

2nd City Payment

[Signature]
Sandra J. Melba

⑆ 13110256 ⑆ 1511 ⑆ 10031508 ⑆

SPECIALTY PAPER

JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4
12880 FM 365 FM
BEAUMONT, TX 77705

88-1025/1131

1512

DATE 3-19-2014

PAY TO AT&T \$ 143⁶⁶/₁₀₀
THE ORDER OF
One hundred forty-three and 66/100 DOLLARS

© 2008 Sun Life Insurance Co. of Canada

TEXAS FIRST BANK
16831 Hwy 124
Farnett, TX 77705
409-295-8300
www.texasfirstbank.com

MEMO Acct # 133 778089 [Signature] MP
Sandra A. Melton

⑆ 13110256⑆ 1512⑆ 10031508⑆

SPECIALTY BLUE



CHARLES COX
 JEFFERSON COUNTY EMERGENCY SVC
 12880 FM 365 RD
 BEAUMONT TX 77705-9682

Page: 1 of 2
 Bill Cycle Date: 02/27/14 - 02/27/14
 Account: 133778089

Visit us online at: www.att.com

U-verse Statement

Previous Balance	\$0.00
Payment	\$0.00
Adjustments	\$0.00
Balance	\$0.00
New Charges	\$143.66
Total Amount Due	\$143.66
Amount Due in Full by	Mar 25, 2014

Account Charges

Other Charges and Credits

One-Time Charges

Date	Description	
1. 02/27	Internet Gateway	100.00

Government Fees and Taxes

2. TX County Sales Tax	0.50
3. TX State Sales Tax	6.25
Total Government Fees and Taxes	6.75

Total Other Charges & Credits **106.75**

Total Account Charges **106.75**

U-verse Internet

AT&T High Speed Internet Pro - provides speed and reliability; and includes built-in wireless home networking capability, access to the entire national AT&T Wi-Fi network, 11 email accounts, photo storage, AT&T Security Suite powered by McAfee®, pop-up blocker, and parental controls.

Monthly Charges - Feb 28 thru Mar 27

1. AT&T U-verse Internet Pro \$35 up to 6M for 12 mos - AFL - ER	35.00
--	-------

Other Charges and Credits

Plan Changes

Added 02/27

2. AT&T U-verse Internet Pro \$35 up to 6M for 12 mos - AFL - ER	1.16
<i>This plan with promotional offer(s) is \$35.00 per month. You added this plan on 02/27. You are charged at the new plan rate from 02/27 - 02/27.</i>	

One-Time Charges

Date	Description	
3. 02/27	Installation of AT&T U-verse Internet Pro	0.00

Surcharges and Other Fees

4. State Cost-Recovery Fee	0.07
----------------------------	------

Service	Page	Total
Account Charges	1	\$106.75
U-verse Internet	1	\$36.91
Total New Charges		\$143.66

Paid
CR# 1512
3-19-2014
\$143.66

How to Contact Us:

For Ordering, Billing, or Support: Call 888-288-8339
 For Online Billing and Account Support:
 Visit att.com/bill

For Important Information about your bill, please see the **News You Can Use** section (Page 2).

Return bottom portion with your check in the enclosed envelope. Payments may take 7 days to post.

Sandra J. Melton

From: "Charles Cox" <captaincc227@yahoo.com>
Date: Thursday, March 06, 2014 8:11 AM
To: "Sandra Melton" <sjmelton@att.net>
Subject: Fwd: Confirmation of Payment for Uverse

This is the confirmation of the money spent to open account for internet.

Sent from my iPhone

Begin forwarded message:

From: "PENA, VERONICA M" <VP765U@att.com>
Date: February 24, 2014 at 12:29:28 PM CST
To: "Captaincc227@yahoo.com" <Captaincc227@yahoo.com>
Subject: Confirmation of Payment for Uverse

Activity	Batch Date	Confirmation	Amount	Transaction Type	Pay Source
Payment History					
<u>Payment</u>	02/24/14	47C7OMS1D013GK9	100.00	Credit Card	OMS - LS Ordering System

Confirmation of payment for Uverse. Account number 133778089.

Thanks
Veronica
AT&T Leveraged Sales Representative
1 800-499-7928
1 800-750-2355 (CA customers only)

"This e-mail and the files transmitted with it are the property of AT&T and/or its affiliates, are confidential, and are intended solely for use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient's or otherwise have reason to believe that you have received this message in error, please notify the sender at (800) 499-7928 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited."

Paid
CR # 1505
3-19-2014
\$ 100.00

JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4
12880 FM 365 FM
BEAUMONT, TX 77705

88-1025/1131

1509



DATE 3-19-2014

PAY TO THE ORDER OF

Charles Cox

\$265⁴⁴/₁₀₀

Two hundred sixty-five and ⁴⁴/₁₀₀

EXCELARS  

© 2008 FIRST UNION BANK

TEXAS FIRST BANK

16831 Hwy 124
Beaumont, TX 77705
409 298-8826
www.texasfirstbank.com

SAFE-D Cont.

MEMO Expense Reim.

[Handwritten Signature]

⑆ 1231402561⑆ 1509⑈ 10031508⑈

JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4
12880 FM 365 FM
BEAUMONT, TX 77705

88-1025/1131

1506

DATE 3-19-2014

PAY TO
THE ORDER OF

Charles Cox
Three hundred one dollar and 76/100

\$301 ⁷⁶/₁₀₀

DOLLARS



Security Features
Produced
Data from Texas

TEXAS FIRST BANK

16831 Hwy 724
Farmers TX 77705
409-299-0300
www.texasfirstbank.com

MEMO

SARF-D Conference Exp
Keith

⑆ 1 1 3 1 1 0 2 5 6 1 ⑆ 1 5 0 6 ⑆ 1 0 0 3 1 5 ⑆

Expense Reimbursement Form – JEFFERSON COUNTY ESD #4

Name CHARLES COX From LABELLE
 To GALVESTON

Business Purpose:

SAFE-D CONFERENCE

Date	Description	Cost
<u>1/23/14</u>	<u>MILEAGE TO & FROM 158</u>	<u>88.48</u>
<u>1/24/14</u>	<u>MILEAGE TO & FROM 158</u>	<u>88.48</u>
<u>1/25/14</u>	<u>MILEAGE TO & FROM 158</u>	<u>88.48</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: Mileage Reimbursement is \$.56/mile (2014 Rate)

SUBTOTAL 265.44

Less Cash Advance _____

Total Reimbursement 265.44

Charles Cox 2/24/14
 SIGNATURE DATE

(Attach receipts)

paid
CR# 1509
3-19-2014
\$265.44

JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4
12880 FM 365 FM
BEAUMONT, TX 77705

88-1025/1131

1510

DATE 3-19-2014

PAY TO Sandie A. Melton \$ 463⁶⁶/₁₀₀
THE ORDER OF Four hundred sixty-three and 66/100 DOLLARS

SECURITY FEATURES
DETAILED ON BACK

TEXAS FIRST BANK
16831 Hwy 124
Fannett, TX 77705
409-296-8300
www.texasfirstbank.com

MEMO SAFE-D Conf. Expense Reimbl.

[Handwritten Signature]

⑆ 1 1 3 1 1 0 2 5 6 ⑆ 1 5 1 0 ⑆ 1 0 0 3 1 5 0 8 ⑆

SPECIALTY 6115

Expense Reimbursement Form – JEFFERSON COUNTY ESD #4

Name SANDRA J. MELTON

From 1-23-2014

To 1-25-2014

Business Purpose:

SAFE-D ANNUAL CONFERENCE

Date	Description	Cost
<u>1-23-14-</u>		
<u>1-25-14</u>	<u>TOTAL MILEAGE = 170 X .56/MILE</u>	<u>95.20</u>
<u>1-23-14-</u>	<u>HOTEL CALVEZ</u>	<u>301.76</u>
<u>1-25-14</u>	<u>HOTEL CALVEZ PARKING</u>	<u>36.80</u>
<u>1-23-14</u>	<u>MILLER'S SEAWALL GRILL (LUNCH)</u>	<u>13.84</u>
<u>1-24-14</u>	<u>MOSQUITO CAFE (DINNER)</u>	<u>16.06</u>

Note: Mileage Reimbursement is \$.56/mile (2014 Rate)

SUBTOTAL 463.66

Less Cash Advance —

Total Reimbursement 463.66

(Attach receipts)

Sandra J. Melton

3-2-2014

SIGNATURE

DATE

Paid

CR # 1510

3-19-2014

\$463.66

Sandra J. Melton

From: "Travelocity" <travelocity@e.travelocity.com>
Date: Thursday, January 16, 2014 9:33 PM
To: <sjmelton@att.net>
Subject: Travelocity travel confirmation - January 23, 2014 - (Itin# 11752467219)



Thank you for booking with Travelocity. Your booking is confirmed.
 You can manage your reservation or review your itinerary online for the most up-to-date information.

Hotel Galvez & Spa, A Wyndham Grand Hotel, Galveston

Thu Jan/23/2014 - Sat Jan/25/2014 | Itinerary # 11752467219

Hotel Galvez & Spa, A Wyndham Grand Hotel

Thu Jan/23/2014 - Sat Jan/25/2014 1 room | 2 nights

Your reservation is booked. No need to call us to reconfirm this reservation.



View hotel details
 2024 Seawall Blvd, Galveston, TX, 77550 United States of America

Tel: 1 (409) 766-7721, Fax: 1 (409) 766-8730

Checking in

- Minimum check-in age is 21
- Check-in time starts at 4 PM
- Guests traveling with pets must contact this property in advance. Please contact the property using the information on the reservation confirmation received after booking.
- Your room will be guaranteed for late arrival

Important Hotel Information

Although Travelocity does not charge a fee to change or cancel your booking,

Price Summary

Total \$301.76

Collected by Travelocity

Fall Sale! Save 20%

Prices shown after **\$65.60 savings**

Room Price	\$301.76
2 nights	\$131.20 avg./night
Thu Jan 23	\$119.20
Fri Jan 24	\$143.20
Taxes & Fees	\$39.36

All prices quoted in USD.

Additional Hotel Services

The following fees and deposits are charged by the property at time of service, check-in, or check-out.



HOTEL GALVEZ & SPA

A Wyndham Grand Hotel

2024 Seawall Boulevard
Galveston, TX 77550
Phone: (409) 765-7721 Fax: (409) 765-5623

INFORMATION INVOICE

Arrival : 01-23-14
Departure : 01-25-14
Company Name : Expedia
Sandra Melton

Folio / Invoice # : /
Reference # : 394571688
Room No. : 0242
Page No. : 1 of 1
Wyndham BYR No. : Join today at Wyndham.com !
Conf. No. : 11397603
Cashier No. :
A/R Number :

Date	Description	Reference	Charges	Credits
01-23-14	Parking-Valet		17.00	
01-23-14	Tax-Sales		1.40	
01-24-14	Parking-Valet		17.00	
01-24-14	Tax-Sales		1.40	
Total			36.80	0.00

Balance

36.80

Please contact the Hotel Manager about any issues with your stay. Wyndham Hotels and Resorts or affiliates may contact you about goods and services unless you call 888-946-4283 or write to Wyndham Worldwide Hotels, Inc. 1 Sylvan Way, Parsippany, NJ 07054 to opt out. View our Wyndham Hotels and Resorts website about privacy.



HOTEL GALVEZ & SPA
A Wyndham Grand Hotel

2024 Seawall Boulevard
Galveston, TX 77550
Phone: (409) 765-7721 Fax: (409) 765-5623

INFORMATION INVOICE

Arrival : 01-23-14
Departure : 01-25-14
Company Name : Expedia
Sandra Meilon

Folio / Invoice # : 242996 /
Reference # : 394571688
Room No. : 0242
Page No. : 1 of 1
Wyndham BYR No. : Join today at Wyndham.com !
Conf. No. : 11397603
Cashier No. : 130
A/R Number :

Date	Description	Reference	Charges	Credits
01-23-14	Parking-Valet		17.00	
01-23-14	Tax-Sales		1.40	
01-24-14	Parking-Valet		17.00	
01-24-14	Tax-Sales		1.40	
01-25-14	MasterCard	XXXXXXXXXXXX3059 XX/XX		36.80
Total			36.80	36.80
Balance				0.00

Please contact the Hotel Manager about any issues with your stay. Wyndham Hotels and Resorts or affiliates may contact you about goods and services unless you call 888-946-4283 or write to Wyndham Worldwide Hotels, Inc. 1 Sylvan Way, Parsippany, NJ 07054 to opt out. View our Wyndham Hotels and Resorts website about privacy.

Lunch - 1/23/14

Miller's Seawall Grill
1824 Seawall
Galveston, Tx 77550
409-763-8777

Server: Tracy POS: 01/23/2014
11:34 AM 01/23/2014
Table 14/1 3/30012

MASTERCARD 3145738
Card #XXXXXXXXXX3059
Magnetic card present: MELTON SANDRA
Approval: 02762B

Amount: 11.34
+ Tip: 2.50
= Total: 13.84

X _____
Approval: 02762B

MERCHANT COPY.

Mosquito Cafe
528 14th St.
Galveston, TX 77550
(409) 763-1010

Date: Jan24'14 06:48PM
Card Type: VISA
Acct #: XXXXXXXXXXXX1118
Card Entry: SWIPED
Trans Type: PURCHASE
Auth Code: 024562
Check: 536
Check ID: 22
Server: 408 P.M. C

Subtotal: 14.06
TIP 2.00
TOTAL 16.06

SIGNATURE

THIS IS CUSTOMERS COPY

JEFFERSON COUNTY EMERGENCY 86-1025/1131 1508
 SERVICES NO. 4
 12880 FM 365 FM
 BEAUMONT, TX 77705 DATE 3-19-2014

PAY TO Charles Reneau \$ 307⁷⁶/₁₀₀
 THE ORDER OF Three hundred one dollar and 76/100 DOLLARS

TEXAS FIRST BANK 15231 Hwy 124
 FARMER, TX 77705
 409-295-6330
 www.texasfirstbank.com

SAFE - D Conference
 MENU Expense Receipt

[Signature]
Sandra J. Melton

⑆ 1131 10256 ⑆ 1508 ⑆ 1003 1508 ⑆

Expense Reimbursement Form – JEFFERSON COUNTY ESD #4


Name Charlie Benson From 1-23-14
 To 1-25-14

Business Purpose:

Soft - D Conference

Date	Description	Cost
1-23-14	Hotel Galvez	301.76

Note: Mileage Reimbursement is \$.56/mile (2014 Rate) SUBTOTAL _____
Less Cash Advance _____
Total Reimbursement 301.76


 SIGNATURE DATE

(Attach receipts)

Paid - 1508
 CR # ~~1506~~
 3-19-2014
 \$301.76

JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4
12880 FM 365 FM
BEAUMONT, TX 77705

88-1026/1131

1507

DATE 3-19-2014

PAY TO
THE ORDER OF

Sondia Sutton

\$ 391.77

Three hundred ninety-one and 77/100 DOLLARS

AMOUNT IN
FIGURES ONLY

TEXAS FIRST BANK

18331 Hwy 124
Ft Worth, TX 77705
409-258-4300
www.texasfirstbank.com

ATM

MEMO SAFE - D Coy Exp Panel

Mr. Ch. C. [Signature]

⑆113102561⑆5071⑆100315081⑆ Sondia A. Sutton MP

⑈00000⑈

Expense Reimbursement Form – JEFFERSON COUNTY ESD #4

Name Sandra Duhon

From Jan 23-25, 2014

To ESD#4 Board

Business Purpose:

Reimbursement for lodging 1CW Safe-A Conf

Date	Description	Cost
Jan 23	Lodging	103.20
Jan 24	Lodging	111.20
Jan 25	Taxi	32.17
1/23	Meal	25
1/24	Meal	25

1/23 RT 170 mi @ .56/mi \$95.20

Note: Mileage Reimbursement is \$.56/mile (2014 Rate)

SUBTOTAL

391.77

Less Cash Advance

Total Reimbursement

391.77

Sandra Duhon 3-18-14

SIGNATURE

DATE

(Attach receipts)

paid
 CR # 1507
 3-19-2014
 \$391.77

This booking has been completed.

Your Hotels.com confirmation number: 115362834269. Thank you for booking with Hotels.com

Booking details



Hotel Galvez & Spa, A Wyndham Grand Hotel
2024 Seewall Blvd
Galveston, TX
77550
US
+14097657721

Summary & Room Charges

You are receiving this special offer: 10% off (Save \$37)

Check in: Thursday, January 23, 2014
Check out: Saturday, January 25, 2014
Duration: 2 nights
Room type: Standard Room, 1 King Bed, City View
Total rooms: 1

Room 1 (Standard Room, 1 King Bed, City View)

Number of nights: 2 nights
Number of guests: sandra duhon, 1 adult
Preferences: Non Smoking, King Bed
Nightly charges: Thursday, January 23, 2014
Friday, January 24, 2014

Tax/recovery charges and service fees \$32.17
Total: \$246.57

Please note: Room preferences and Special requests cannot be guaranteed. Special requests are subject to availability upon check-in and may incur additional charges.

Payment information

Name on card: sandra duhon
Card type: Visa
Card number: XXXXXXXXXXXXX2404
Billing address: 77713
US

Additional hotel information

Checking in:
Extra-person charges may apply and vary depending on hotel policy.
Government-issued photo identification and a credit card or cash deposit are required at check-in for incidental charges.
Special requests are subject to availability upon check-in and may incur additional charges. Special requests cannot be guaranteed.

Amenity highlights:

Guests staying at The Hotel Galvez & Spa, A Wyndham Grand Hotel can enjoy lounging around the sun-drenched waters of the swimming pool with swim-up bar, private cabanas, and spa tub. The Spa at Hotel Galvez is 10,000 square feet and offers a full range of spa and salon services. The hotel also has a concierge, full Continental breakfast, 24-hour fitness facility, 24-hour business center, and complimentary wireless Internet access.
Guests enjoy membership privileges at the private Galveston Country Club's 18-hole championship golf course, 12 miles away. Guests can also take advantage of the free bicycles provided by the hotel, as well as the complimentary wireless Internet access.
Valet parking is available (surcharge) and self-parking is complimentary. Long-term cruise parking is available for a weekly fee.

Notification and fees:

Valet parking costs USD 17 per day with in/out privileges
Refrigerators are available for USD 20 per stay
Rollaway beds are available for USD 20 per stay
Pets are allowed for an extra charge of USD 75 per room, per stay

Hotel Terms & Conditions

Extra-person charges may apply and vary depending on hotel policy.
Government-issued photo identification and a credit card or cash deposit are required at check-in for incidental charges.
Special requests are subject to availability upon check-in and may incur additional charges. Special requests cannot be guaranteed.

Cancellation Policy

Free cancellation until 01/20/14
• If you change or cancel your booking after 4:00 PM, 01/20/14 (GMT-06:00) Central Time (US & Canada) you will be charged for 1 night (including tax). We will not be able to refund any payment for no-shows or early check-out.

JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4

88-1025/1131

1513

12880 FM 365 FM
BEAUMONT, TX 77705

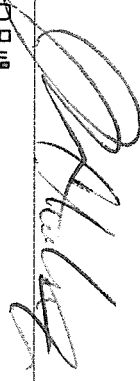
DATE 3-19-2014

PAY TO Beneke Store @ Oyster Creek, LLP \$ 9752.76
THE ORDER OF Nine thousand seven hundred fifty two and 76/100
DOLLARS 24/100

TEXAS FIRST BANK

16831 Hwy. 124
Fannett, TX 77705
409-256-8300
www.texasfirstbank.com

MEMO Drumstick 46907



MP

⑆ 1 1 1 1 1 0 2 5 6 ⑆ 1 5 1 3 ⑆ 1 0 0 3 1 5 0 8 ⑆

SPECIALTINER

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue
Suite 300
Beaumont, TX 77706

March 5, 2014

INVOICE #: 46907 **JH**
Billed through: February 28, 2014
Client/Matter #: JCESD4 87102

Jefferson County Emergency Services District #4
18769 FM 365
Beaumont, TX 77705

RE: Jefferson County Emergency Services District No. 4

PROFESSIONAL SERVICES RENDERED

01/14/14	JCR	Assist in preparation of materials for upcoming board meeting;	0.50 hrs
02/05/14	JH	Revise Draft Fire Service agreements for Cheek VFD and Labelle-Fannett VFD, and forward to Board for review; revise and finalize draft agenda for February 19, 2014 Board meeting, and forward to Board for review and comment; attention to 6 emails regarding same; travel to and attend special Board meeting at Labelle-Fannett VFD fire station; receipt and review Jan. 2014 tax collection-distribution statement, and forward to Board;	7.40 hrs
02/06/14	JH	Attention to 2 emails regarding 2013 Tax Collection Fees invoice, and revise 2/19/2014 meeting agenda for consideration and payment of same; draft minutes for the 2/5/2014 special meeting; telephone conversation with John Carlton regarding opinion letter relating to law that any asset purchased with ESD funds must be owned by district, and its application to proposed maintenance and operation costs associated with LFVFD's assets under proposed service agreement, and research statute; prepare 2/19/2014 agenda for filing, and forward same to Board along with meeting materials for advance review;	3.30 hrs
02/07/14	JH	Telephone conversation with John Carlton regarding requirements of Sec. 775.037 of the Texas Health & Safety Code, and its application to moneys paid to maintain and operate LFVFD's equipment under proposed service agreement, and requesting an opinion letter on same;	0.30 hrs
02/10/14	JH	Attention to 2 emails regarding draft Fire Service Agreement with LFVFD and review by their counsel, Brandon Monk;	0.20 hrs
02/11/14	JH	Attention to 4 emails regarding status of agreement to exempt BASF facility from District's tax; receipt and review correspondence from Brandon Monk, counsel for Labelle-Fannett VFD, regarding proposed Fire Service Agreement, and attention to 1 email regarding same;	0.70 hrs
02/12/14	JH	Telephone conversations with Brandon Monk, Charlie Reneau and Sandra Melton regarding LFVFD's comments/proposed changes to the draft Fire Service Agreement; attention to 3 emails regarding same;	0.50 hrs

02/13/14	JH	Receipt and review follow up letter from Brandon Monk, counsel for LFVFD, regarding proposed Fire Service Agreement; telephone conversation with Charlie Cox and attention to 7 emails regarding same;	1.20 hrs
02/14/14	JH	Attention to 4 emails regarding LFVFD's revisions/comments to draft Fire Service Agreement;	0.40 hrs
02/18/14	JH	Receipt and review opinion letter from John Carlton regarding HB 3798; review and revise draft Fire Service Agreements and prepare materials for meeting; travel to and attend meeting at Labelle-Fannett VFD fire station with Contract Committee members and representatives from the Cheek and Labelle-Fannett VFDs to review and discuss terms of proposed Fire Service Agreements;	4.10 hrs
02/19/14	JCR	Assist in preparation of materials for upcoming Board meeting;	0.90 hrs
02/19/14	JH	Review and revise draft Fire Service Agreements for Labelle-Fannett and Cheek VFDs and Asset Purchase Agreement for Cheek VFD; telephone conversations with Charlie Reneau and Brandon Monk, counsel for Labelle-Fannett VFD, and attention to 4 emails regarding same; telephone conversation with Sandra Melton regarding non-profit tax classification for VFDs; prepare materials for Board meeting; travel to and attend Board meeting at Labelle-Fannett VFD fire station; ;	7.50 hrs
02/20/14	JH	Draft and send letter to the Jefferson County Tax Office forwarding payment for 2013 Tax Collection Fee; draft minutes for the February 19, 2014 meeting, prepare exhibits for same, and forward copy of draft to the Board for review and comment; revise contracts to include needed information obtained from VFDs (names of signing individuals and asset information); telephone conversation with Texas State Bank regarding credit cards for Board members; attention to 7 emails;	5.20 hrs
02/24/14	JH	Begin preparation of exhibits to Fire Service Agreements, including preparation of service area maps; telephone conversation with Henry Lebric and Charlie Cox regarding same; attention to 11 emails regarding service agreements and preparation of exhibits;	3.10 hrs
02/26/14	JH	Telephone conversations with Charlie Cox and attention to 3 emails regarding LFVFD fire service agreement;	0.60 hrs
02/27/14	JH	Attention to 3 emails regarding status of LFVFD service agreement and telephone conversation with Sandra Melton regarding same;	0.40 hrs
		Total fees for this matter	\$8,795.00

DISBURSEMENTS

02/04/14	The Carlton Law Firm, PLLC - Invoice #1511	310.00
02/19/14	Texas Regional Title; Invoice # 17160-CG	405.94
02/21/14	Joshua C. Heinz; Invoice # mileage	22.40
02/21/14	Joshua C. Heinz; Invoice # mileage	22.40
02/28/14	Copy Expense	149.52
02/28/14	Computer Research	2.00
02/28/14	Messenger Service	45.00

Total disbursements for this matter \$957.26

BILLING SUMMARY:

Heinz, Joshua	34.90 hrs @	\$250.00 /hr	\$8,725.00
Roebuck, Jennifer	1.40 hrs @	\$50.00 /hr	\$70.00

TOTAL FEES \$8,795.00

TOTAL DISBURSEMENTS \$957.26

TOTAL CHARGES FOR THIS INVOICE \$9,752.26

TOTAL BALANCE NOW DUE \$9,752.26

Federal ID# 74-1646478

Invoice Terms: Net 10 Days Upon Receipt
Please Reference Invoice Number on Your Check



2705 Bee Cave Road, Suite 200
Austin, Texas 78746
Phone: 512-614-0901

INVOICE

Invoice # 1511
Date: 02/04/2014
Due Upon Receipt

Benckenstein & Oxford, L.L.P.
3535 Calder Avenue, Suite 300
Beaumont, Texas 77706

0103 - Benckenstein & Oxford, L.L.P. - Jefferson ESD No. 4

Date	Attorney	Description	Quantity	Total
01/14/2014	KANC	Draft memo regarding publishing requirement for office location.	0.20	\$50.00
01/17/2014	ALL	Draft correspondence to J. Heinz and H. Oxford regarding memorandum on publication of administrative office location.	0.10	\$12.50
01/22/2014	JJC	Teleconference with J. Heinz regarding BASF tax issues; participate in teleconference with representatives of BASF and City and J. Heinz regarding tax issues.	0.90	\$247.50

Time Keeper	Position	Quantity	Rate	Total
John Carlton	Attorney	0.9	\$275.00	\$247.50
Kelli Carlton	Attorney	0.2	\$250.00	\$50.00
Amy Loera	Non-Attorney	0.1	\$125.00	\$12.50
			Subtotal	\$310.00
			Total	\$310.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1147	07/05/2013	\$217.50	\$0.00	\$217.50

1199	08/09/2013	\$310.00	\$0.00	\$310.00
1261	09/05/2013	\$452.50	\$0.00	\$452.50
1322	10/04/2013	\$242.50	\$0.00	\$242.50
1368	11/04/2013	\$487.50	\$0.00	\$487.50
1423	12/05/2013	\$742.50	\$0.00	\$742.50
1463	01/06/2014	\$137.50	\$0.00	\$137.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1511	02/04/2014	\$310.00	\$0.00	\$310.00
			Outstanding Balance	\$2,900.00
			Total Amount Outstanding	\$2,900.00

Please make all amounts payable to: The Carlton Law Firm, P.L.L.C.

Payment is due upon receipt.


JEFFERSON COUNTY EMERGENCY
SERVICES NO. 4
12880 FM 365 FM
BEAUMONT, TX 77705

88-1025/1131

1514

DATE 3-19-2014

© 2014 First Citizens Bank

PAY TO Farm Bureau \$2408⁰⁰/₁₀₀
THE ORDER OF Two thousand four hundred eight dollars and no/100
DOLLARS  Security Features
Include
Details on Back

TEXAS FIRST BANK
16831 Hwy 124
Fannett, TX 77705
409-296-6300
www.texasfirstbank.com

MEMO Policy# 15701803

Sandra A. Melton NP
Chh. Lisa

⑆ 1 1 3 1 1 0 2 5 6 ⑆ 1 5 1 4 ⑆ 1 0 0 3 1 5 0 8 ⑆

SPECIALTY BLUE



Texas
Auto - Home - Life

Windstorm and Hail
Invoice

From : Cody D Woodul
7495 Fannett
Beaumont TX 77705
Tel (409) 842-1325

Invoice Date : 01/16/2014
Policy Number : 75701803
Loan Number : N/A

To: CHEEK VOLUNTEER FIRE DEPARTMENT
8523 KIDD RD
BEAUMONT TX 77713

Wind and Hail Policy of : 02/25/2014 ~ 02/25/2015
Premium is due no later than : 02/11/2014
Please make check payable to : T.W.I.A.

**T.W.I.A. has no grace period.
Remit payment by due date.**

Mail To : Cody D Woodul
7495 Fannett
Beaumont TX 77705
Tel (409) 842-1325

Location	~	8523 KIDD RD BEAUMONT TX 77713	
Coverage	~	Other	\$2,408.00
		Building Coverage	: 132,000
		Contents Coverage	: 79,200
		Replacement Cost	: No
		Increased Cost Construction:	: N/A
		Deductible Rate Bldg	: 1,320
		Deductible Rate Conts	: 1,000

Total Premium \$2,408.00

Paid
CR# 1514
3-19-2014
\$ 2408.00

Please contact your Agent if any alterations, additions or repairs within the last 12 months.

WINDSTORM POLICY EXPIRATION NOTICE - INSURED COPY

Texas Windstorm Insurance Association

P.O. Box 99090 Austin, Texas 78709-9090

Policy Number: 75701802

Expiration Date Feb 25, 2014

12:01 A.M. Standard Time at the property location

Name of Insured and Mailing Address:

Cheek Volunteer Fire Department
8523 Kidd Road
Beaumont, TX 77713

Name of Agent and Mailing Address:

Cody Dwight Woodul
7495 Fannett Rd
Beaumont, TX 77705

THIS IS NOT AN INVOICE, BINDER OR POLICY. DO NOT PAY TWIA DIRECTLY.

Your policy expires on the date and time noted above. It does not automatically renew. Your agent should be contacting you for the necessary payment and renewal information. In order to renew your policy coverage, TWIA will need to receive your payment and renewal information from your agent prior to the expiration date of your current policy to continue uninterrupted coverage. If you are not contacted by your agent as the expiration date of your current policy approaches, we encourage you to contact your agent to assist you in avoiding expiration of your coverage with TWIA.

COVERAGES - Windstorm and Hail Only

Item No.	Coverage A/B	Property Description
1	A	<i>Property Description: Building</i> 8523 Kidd Rd, Beaumont, Jefferson County, TX, 77713
2	B	<i>Business Personal Property located in item 1</i>
----- End of Items Schedule -----		



Texas Windstorm Lapse Notice



Cheek Volunteer Fire Department
8523 Kidd Road
Beaumont, TX 77713

March 9, 2014

Policy No: 75701802
Risk Location: 8523 Kidd Rd, Beaumont, Jefferson County, TX 77713
Insured: Cheek Volunteer Fire Department

The policy referenced above has expired at 12:01 A.M., Standard Time on 02/25/2014 at the property location and you are currently without TWIA windstorm and hail coverage.

In order to secure coverage through TWIA, you must re-apply for a new policy by contacting your agent.

Cody Dwight Woodul
Phone: (409) 842-1325 Fax: (409)
842-5892

00EDF499
Insured

Texas Windstorm Insurance Association
5700 South MoPac Expressway, Building A, Austin, Texas 78749
P.O. Box 99090, Austin, Texas 78709-9090
512-899-4900 / Fax 512-899-4950

00EDF499



Exhibit D

**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 _____, 2014, 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

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 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 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 2.03.D. and 2.03.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 an agreement with the Cheek Volunteer Fire Department for automatic mutual aid in order to provide 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 Department shall insure all of the equipment and property owned by Department and reasonably required to provide the Emergency Services hereunder, including but not limited to the equipment and assets identified on Exhibit "D" attached hereto and incorporated herein for all purposes, or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated, and the District will pay any and all insurance premiums pursuant to and in accordance with the procedures set forth in Section 5.03 below.

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 of 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, and the Department shall maintain Worker's Compensation coverage, with respect to all volunteer members, of such kind and at such levels usually maintained by entities similarly situated, and the District will pay the insurance premiums pursuant to and in accordance with the procedures set forth in Section 5.03 below. In relation to the Worker's Compensation coverage maintained by Department, 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.

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 Emergency Services Billing

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.

Section 5.03 Payments Made On Behalf Of and To Department

A. The District will pay the Department's expenditures from current revenues on hand in accordance with the approved operating budget for the Department for the current fiscal year and other purchasing policies and procedures as provided in this Section. Should unexpected or emergency expenditures arise, Department may submit a proposal itemizing those additional expenses to the Board for consideration, unless a particular expenditure qualifies as an emergency expenditure, which is discussed herein below. All requests by Department for additional funding 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 any of Department's operation or maintenance expenditures or approve Department's proposed operating budget, and the District will not be obligated to make any payment on behalf of Department, or reimburse Department for any emergency expenditures, except in accordance with Department's approved operating budget, as modified and approved by the Board from time to time, and Department's compliance with the requirements set forth in this Section.

C. As to all operation and maintenance expenditures which Department seeks to be paid by the District, Department shall submit an invoice and all other documentation and/or supports required under this Section to the District, and at the next regularly scheduled District Board meeting, the Board shall consider said payment requests, and if approved, the District shall issue payment for said expenditures on behalf of Department. Invoices must be submitted to the District for payment within 60 days of receipt of same by the Department.

D. Any expenditure exceeding \$1,000.00 for which Department intends to submit to the District for payment under this Section, not including any regularly occurring operation expenditure already approved by the Board as part of the Department's operating budget, and any emergency expenditure exceeding \$5,000.00 for which Department intends to submit to the District for reimbursement under this section, Department must first seek and obtain Board approval for said expenditure prior to incurring same.

E. Department is authorized to incur an emergency expenditure not to exceed \$5,000.00 without prior Board approval, so long as the Department Chief contacts a Board member and confirms prior verbal approval by at least three Board members. Should Department be required to pay for said emergency expenditure out of its own funds, Department shall submit an invoice and all other documentation and/or supports for said expenditure to the District, along with a written explanation for same, to the District seeking reimbursement for same, and at the next regularly scheduled District Board meeting, the Board shall consider said reimbursement request, and if approved, the District shall issue payment to the Department as reimbursement for said emergency expenditure. An "emergency expenditure" is one that is necessary for Department to be able to provide a sufficient level of Emergency Services within the Service Area in accordance with the terms of this Agreement.

F. Department shall maintain and submit to the District documentation of every operation and maintenance expenditure for which the Department seeks to be paid or reimbursed under this Agreement. Supporting documentation includes original copies of invoices, receipts and other documents describing the amount, purpose and nature of a particular expenditure. Supporting documentation and requests for payment and/or reimbursement, along with a summary of all expenditures being submitted for payment and/or reimbursement, must be submitted to the District at least seven (7) days before a District Board meeting in order to be considered for approval at that meeting.

G. Upon timely receipt of sufficient supporting documentation and provided that the expenditure has been previously approved by the District as part of the Department's annual budget or pursuant to other requirements set forth in this Section, the District shall issue payment for said expenditure for or on behalf of Department; or, in the event of a qualifying and approved emergency expenditure for which the Department is seeking reimbursement from the District, the District shall issue payment to the Department in an amount sufficient to reimburse the Department for any such approved emergency expenditure. The District shall determine, in its sole discretion, whether documentation is adequate to support any payment for or to the Department. The District may not be required to pay the Department more than once per month.

H. Should the Department ever receive funds from the District or come into possession of same, Department may not commingle District funds with other 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.

I. As set forth in Section 5.05(A) below, all assets and equipment purchased by the District with District funds, in whole or in part, must be in the name of the District. All requests by Department to the District for the purchase of equipment to be used by Department in the

provision of the Emergency Services to the Service Area must be made in writing to the District. If an equipment purchase is approved by the Board, the District will purchase the equipment in its name, and will place said equipment into the possession of Department for use by Department in the provision of Emergency Services under this Agreement. Any equipment purchases made by the Department for which Department intends to seek reimbursement from the District requires prior Board approval, and reimbursement is conditioned upon Department conveying title of said asset to the District.

Section 5.04 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 5.05 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

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 Monthly Financial Report

At least seven days before the District Board meeting, the Department shall deliver a monthly financial report to the Board that shows all revenue and expenditures and monthly financial activity. The monthly financial report shall be in a form as established by the District. In the event that Department has receives no revenue and pays no expenditures, or otherwise has no financial activity during a monthly period, then Department shall notify the Board of same and shall not be obligated to provide the Board with a monthly financial report.

Section 6.04 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, additional financial information, 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 _____, 2014 through _____, 2015. 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 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, 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 _____, 2014.

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

**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 _____, 2014, 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 and Ambulance Service (“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 to enter into an agreement to convey certain assets it currently owns and uses and will use in the provision of the Emergency Services (“Department Assets”, hereinafter defined); 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 Commissioners 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. Cheek Volunteer Fire Department and Ambulance Service, 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. Department Assets. The real and personal property owned by the Department 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 Conveyance of Department Assets to the District.

The Department and District shall enter into that certain “Asset Purchase and Sale Agreement” upon the execution of this Agreement in accordance with Section 5.05(A) below (“Purchase Agreement”). The Purchase Agreement sets forth the terms and conditions of sale of the Department Assets to the District.

Section 2.02 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 2.03 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 2.04 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. 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 an agreement with Labelle-Fannett Volunteer Fire Department for automatic mutual aid in order to provide 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, including but not limited to the assets conveyed to the District by Department under the Purchase Agreement.

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 by Department and the District shall pay for same in accordance with the procedures set forth in Section 5.03 below.

C. With regard to the Worker's Compensation coverage maintained by Department, 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.

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 Emergency Services Billing

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.

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A. The District will pay the Department's expenditures from current revenues on hand in accordance with the approved operating budget for the Department for the current fiscal year and other purchasing policies and procedures as provided in this Section. Should unexpected or emergency expenditures arise, Department may submit a proposal itemizing those additional expenses to the Board for consideration, unless a particular expenditure qualifies as an emergency expenditure, which is discussed herein below. All requests by Department for additional funding 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 any of Department's operation or maintenance expenditures or approve Department's proposed operating budget, and the District will not be obligated to make any payment on behalf of Department, or reimburse Department for any emergency expenditures, except in accordance with Department's approved operating budget, as modified and approved by the Board from time to time, and Department's compliance with the requirements set forth in this Section.

C. As to all operation and maintenance expenditures which Department seeks to be paid by the District, Department shall submit an invoice and all other documentation and/or supports required under this Section to the District, and at the next regularly scheduled District Board meeting, the Board shall consider said payment requests, and if approved, the District shall issue payment for said expenditures on behalf of Department. Invoices must be submitted to the District for payment within 60 days of receipt of same by the Department.

D. Any expenditure exceeding \$1,000.00 for which Department intends to submit to the District for payment under this Section, not including any regularly occurring operation expenditure already approved by the Board as part of the Department's operating budget, and any emergency expenditure exceeding \$5,000.00 for which Department intends to submit to the District for reimbursement under this section, Department must first seek and obtain Board approval for said expenditure prior to incurring same.

E. Department is authorized to incur an emergency expenditure not to exceed \$5,000.00 without prior Board approval, so long as the Department Chief contacts a Board member and confirms prior verbal approval by at least three Board members. Should Department be required to pay for said emergency expenditure out of its own funds, Department

shall submit an invoice and all other documentation and/or supports for said expenditure to the District, along with a written explanation for same, to the District seeking reimbursement for same, and at the next regularly scheduled District Board meeting, the Board shall consider said reimbursement request, and if approved, the District shall issue payment to the Department as reimbursement for said emergency expenditure. An "emergency expenditure" is one that is necessary for Department to be able to provide a sufficient level of Emergency Services within the Service Area in accordance with the terms of this Agreement.

F. Department shall maintain and submit to the District documentation of every operation and maintenance expenditure for which the Department seeks to be paid or reimbursed under this Agreement. Supporting documentation includes original copies of invoices, receipts and other documents describing the amount, purpose and nature of a particular expenditure. Supporting documentation and requests for payment and/or reimbursement, along with a summary of all expenditures being submitted for payment and/or reimbursement, must be submitted to the District at least seven (7) days before a District Board meeting in order to be considered for approval at that meeting.

G. Upon timely receipt of sufficient supporting documentation and provided that the expenditure has been previously approved by the District as part of the Department's annual budget or pursuant to other requirements set forth in this section, the District shall issue payment for said expenditure for or on behalf of Department; or, in the event of a qualifying and approved emergency expenditure for which the Department is seeking reimbursement from the District, the District shall issue payment to the Department in an amount sufficient to reimburse the Department for any such approved emergency expenditure. The District shall determine, in its sole discretion, whether documentation is adequate to support any payment for or to the Department. The District may not be required to pay the Department more than once per month.

H. Should the Department ever receive funds from the District or come into possession of same, Department may not commingle District funds with other 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 paid by Department.

I. As set forth in Section 5.05(A) below, all assets and equipment purchased by the District with District funds, in whole or in part, must be in the name of the District. All requests by Department to the District for the purchase of equipment to be used by Department in the provision of the Emergency Services to the Service Area must be made in writing to the District. If an equipment purchase is approved by the Board, the District will purchase the equipment in its name, and will place said equipment into the possession of Department for use by Department in the provision of Emergency Services under this Agreement. Any equipment purchases made by the Department for which Department intends to seek reimbursement from the District requires prior Board approval, and reimbursement is conditioned upon Department conveying title of said asset to the District.

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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 5.05 Title to Assets

A. Title to and ownership of the Department Assets shall be conveyed to the District under the Purchase Agreement within 120 days of the effective date of this Agreement. Following the effective date of this Agreement, all assets purchased 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 Department to be used by Department in accordance with this Agreement and the protocols adopted by Department from time to time in order for 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.

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REPORTS

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no financial activity during a monthly period, then Department shall notify the Board of same and shall not be obligated to provide the Board with a monthly financial report.

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ASSIGNMENT AND MODIFICATION**

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MISCELLANEOUS**

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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 used to provide Emergency Services, to the extent not already conveyed and transferred to the District, 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 and
Ambulance Service
8523 Kidd Rd.
Beaumont, Texas 77713

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 _____, 2014.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 By: _____ Printed Name: Jeff Roebuck Title: District President	CHEEK VOLUNTEER FIRE DEPARTMENT AND AMBULANCE SERVICE By: _____ Printed Name: Kenneth A. Duhon Title: Department President
ATTEST: By: _____ Printed Name: Sandra Duhon Title: District Secretary	ATTEST: By: _____ Printed Name: Delisa Fuselier Title: Department Secretary