

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 16th day of April, 2014, at the Jefferson County Precinct 4 Service Center, located at 7780 Boyt Road, Beaumont, Texas 77713, pursuant to notice duly posted according to law.

The meeting was called to order at approximately 5:45 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; Mary Ellen Robertson, CPA; Glenn Hastings with VFIS Insurance, 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 information from the Board regarding lawn service for the fire stations. There were no further public comment.

Next, the Board was directed by President Roebuck to Agenda Item No. 10, at which time Glenn Hastings with VFIS reviewed with the Board the details of the District's insurance policy and coverage. Mr. Hastings also responded to various

questions from the Board, including the benefits associated with the District and departments maintaining separate insurance policies. The Board members all agreed that it would be more efficient if all of the District and VFDs' policies were with the same carrier and renewed at the same time. The Board requested that Mr. Hastings prepare and present the Board and departments with insurance quotes and/or renewals.

The Board then moved along to Agenda Item No. 4 for review of the Minutes of the March 19, 2014 regular meeting. Upon motion by Secretary Duhon and seconded by Assistant Treasurer Cox, the proposed Minutes were unanimously approved by the Board.

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 March 31, 2014 was \$331,082.38, and the account balance as of April 16, 2014 was 347,878.26, as reflected on the account statements attached hereto as **Exhibit B**. The Board also reviewed and discussed the following bills being submitted for approval and payment: (1) invoice from AT&T for the District's phone/internet service (\$213.58); and, (2) invoice from Wave Computers for purchase of a computer and printer (\$1,426.00). Upon motion by Assistant Treasurer Cox and seconded by Treasurer Melton, and with the unanimous consent of the Board members present, the above listed invoices were approved for payment.

Next, President Roebuck directed the Board's attention to Agenda Item No. 6 regarding the status of the approved Fire Service Agreements for the Labelle-Fannett and Cheek VFDs, and the Asset Transfer Agreement for Cheek VFD. The VFDs presented

the Board with executed copies of the agreements, and then President Roebuck and Secretary Duhon executed same, which are attached hereto as **Exhibit C**.

Thereafter, the Board was directed to Agenda Item No. 7, at which time Scott Wade of Labelle-Fannett VFD presented the Board with invoices from Emergency Medical Educators for an EMT training course to be taken by several members of the Labelle-Fannett and Cheek VFDs, copies of which are attached hereto as **Exhibit D**. Labelle-Fannett VFD's invoice totaled \$8,750.00 (7 members), and the Cheek VFD invoice totaled \$2,500.00 (2 members). After discussing the course particulars and the invoices, President Roebuck made a motion to approve payment of same, subject to the Board receiving confirmation that the District will be reimbursed by Emergency Medical Educators for any member that does not attend the course, or partially reimbursed for any member that does not complete the course, and that the District will be provided with copies of each member's certificate once the course has been completed. The motion was seconded by Vice President Reneau and unanimously approved by the Board.

The Board was then directed to Agenda Item No. 8 regarding retention of an accountant for the District. The Board reviewed and discussed with Mary Ellen Robertson, CPA, the terms of her proposed retainer agreement to serve as the District's accountant. Upon motion by Treasurer Melton and seconded by Vice President Reneau, and with the unanimous consent of the Board, the proposed retainer agreement was approved, which is attached hereto as **Exhibit E**. Thereafter, the Board discussed with Mrs. Robertson and the VFD representatives present the procedure for presenting the departments' bills for approval and payment by the District.

Next, the Board moved along to Agenda Item No. 9, at which time Mr. Heinz reviewed with the Board the terms of Benckenstein & Oxford, L.L.P.'s revised retainer agreement, along with the firm's current invoice (Invoice No. 46954, \$1,854.32). Upon motion by Treasurer Melton and seconded by Assistant Treasurer Cox, the Board unanimously approved the revised retainer agreement for Benckenstein & Oxford, L.L.P., which includes a flat-rate monthly retainer for regular duties performed (with a 10 hour per month limit), along with payment of Benckenstein & Oxford, L.L.P.'s Invoice No. 46954, which are both attached hereto as **Exhibit F**.

President Roebuck then directed the Board to Agenda Item No. 11 regarding a website for the District. Pat Larson presented the Board with a proposal to create and host the District's website and email. The website creation would cost \$350.00 plus an estimated 10 additional hours at \$30.00 per hour, and any future website maintenance would be charged at this same rate. Also, the hosting fee for the website and email would be \$150.00 per year. The web address has already been reserved (www.jcesd4.com), and each Board member would have an email address. Upon motion by President Roebuck and seconded by Vice President Reneau, the Board approved the proposal (up to \$1,000.00) to create and host the District's website and Board member email addresses.

The Board then moved along to Agenda Item No. 12 regarding radio/communication equipment grants. Assistant Treasurer Cox and Treasurer Melton discussed with the Board and the VFD representatives present the various grants available for purchase of new radios and communication equipment, along with the current status of the VFDs' radios and communication systems. Assistant Treasurer Cox is going to continue working with the VFDs on applying for the various grants available.

Thereafter, President Bouse directed the Board's attention to Agenda Item No. 13 regarding a proposed mutual and automatic aid agreement between Winnie-Stowell VFD and the Labelle-Fannett and Cheeks VFDs, which is attached hereto as **Exhibit G**. Mr. Heinz advised the Board that pursuant to Section 3.2 of the Fire Service Agreements, the Board must provide prior authorization for the VFDs to enter into any such agreements. Upon motion by Vice President Reneau and seconded by Assistant Treasurer Cox, the Board unanimously authorized the VFDs to enter into a mutual and/or automatic aid agreement with Winnie-Stowell VFD, and advised the department representatives that the terms of said agreement(s) would be subject to their approval.

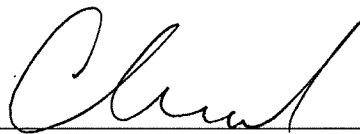
There were no discussions regarding Agenda Item No. 14, so the Board moved along to Agenda Item No. 15, at which time Treasurer Melton advised the Board about the recently purchased computer and printer, as previously approved by the Board at its last regular meeting.

Next, the Board was directed to Agenda Item No. 16, at which time Henry Labrie of Labelle-Fannett VFD advised the Board that Engine 1 had been repaired (as previously approved by the Board), and he presented the Board with two invoice for same from Siddons-Martin totaling \$11,904.37 (\$10,560.54 and \$1,343.83). As to Engine 8, Mr. Labrie said that he would present a repair quote to the Board at its next regular meeting. Additionally, Mr. Labrie requested approval to replace the tries on Engine 1 (\$2,768.42) and Med 6 (\$2,365.15), and repair the vent on Labelle-Fannett VFD's Children Education Trailer (\$840.18). Quotes for these requests are attached hereto as **Exhibit H**. Upon motion by Assistant Treasurer Cox and seconded by Treasurer Melton, and with the unanimous consent of all the Board members, the Siddons-Martin invoice was

approved for payment, and the other requested items (replacement of tires and repair of trailer vent) were approved.


President Roebuck then directed the Board to Agenda Item No. 17, at which time the Board and VFD representatives discussed the recent fire at the Hamshire-Fannett ISD elementary school, and other matters relating thereto.

No discussions were had by the Board in relation to Agenda Item Nos. 18, 19, and 20, and being as there was no further matters to come before the Board, the regular meeting was adjourned at approximately 7:20 p.m.



Jeff Roebuck, President
Charlie Remeau, Vice President
Date: 6/25/2014

ATTEST:



Name/Position: Sandra Duhon, Secretary
Date: 6/25/2014

Exhibit A

JCESD #4 - 4/10/2014

DENNIS GIFFORD

Philip Sommer LFVFD

Pat Larson

Scott Wade LFVFD

Simone Gibson Deep South Five Apartments

Clay Higgins UFD

Pat #101

Ray Delgado CVFD

Henry LeBrie LFVFD #103

Scott Newvine LFVFD #110

Charles Sommer LFVFD #132

Ruffus Lovengren LFVFD #112

Darlene Rivett LFVFD #302

K.C.J. Rivett LFVFD #501

Exhibit B

TEXAS FIRST BANK

Helping Texans Build Texas

www.texasfirstbank.com

3000 FM 1764 • La Marque, TX 77568-2452

Return Service Requested

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

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

Page: 2

JEFFERSON COUNTY EMERGENCY

Account Number: 10031508
Statement Date: 3/31/14

DEBITS AND OTHER WITHDRAWALS

Date	Withdrawals	Activity Description
3/20	7.00	INCOMING WIRE FEE-P201403200002095-02095
3/31	143.66	AT&T Services/CHECKPAYMT Check Number: 1512 A 14088

CHECKS PAID

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
3/21	1505	100.00	3/21	1509	265.44	3/26	1511	1,405.43
3/26	1507*	391.77	3/28	1510	463.66	3/21	1513*	9,752.26
3/21	1508	301.76						

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/05	343,730.99	3/21	333,430.73	3/28	331,169.87
3/20	343,850.19	3/26	331,633.53	3/31	331,082.38



Account History for Public Funds Tiered Int. - 10031508

This page provides a list of transaction items for your individual accounts. Choose an account from the drop-down list and click 'Submit' to view the detailed history for that account

Available Co
As of 4/10/14
#
347,878.26
(4/3) 19,210.88
Deposit

SIGN OFF

Sign Off

ACCOUNTS

- Overview
- History**
- Online Activity
- Statements

TRANSACTIONS

- Funds Transfer
- Recurring

SERVICES

- Messages
- Address Change
- Stop Payment
- Check Reorder

PREFERENCES

- Account
- Alerts
- Security
- User
- Manage Users
- User Rights
- Mobile

Account Details

Available Balance	\$347,878.26	Last Statement Date	3/31/2014
Current Balance	\$347,878.26	Interest Rate	0.200 %
Last Deposit Date	4/3/2014	Last Interest Paid Date	3/31/2014
Last Deposit Amount	\$19,210.00	Accrued Interest	\$24.69
		Year-to-date interest amount	\$127.64

Account:

Display:

Search

Submit

Posted

Sorted By: Post Date	Newest on top	Debit	Credit	Balance
Check				
4/10/14 (Check #1514)		\$2,408.00		\$347,878.26
INCOMING WIRE FEE-P201404030002239-02239				
4/3/14		\$7.00	\$350,286.26	
INCOMING WIRE -P201404030002239-02239				
4/3/14			\$19,210.88	\$350,293.26
Interest Paid				
3/31/14			\$56.17	\$331,082.38
AT&T Services/CHECKPAYMT Check Number: 1512				
3/31/14 (Check #1512)		\$143.66		\$331,026.21
Check				
3/28/14 (Check #1510)		\$463.66		\$331,169.87
Check				
3/26/14 (Check #1511)		\$1,405.43		\$331,633.53
Check				
3/26/14 (Check #1507)		\$391.77		\$333,038.96
Check				
3/21/14 (Check #1513)		\$9,752.26		\$333,430.73
Check				
3/21/14 (Check #1508)		\$301.76		\$343,182.99
Check				
3/21/14 (Check #1509)		\$265.44		\$343,484.75
Check				
3/21/14 (Check #1505)		\$100.00		\$343,750.19
INCOMING WIRE FEE-P201403200002095-02095				
3/20/14		\$7.00		\$343,850.19
INCOMING WIRE -P201403200002095-02095				
3/20/14			\$126.20	\$343,857.19
INCOMING WIRE FEE-P201403050002516-02516				
3/5/14		\$7.00		\$343,730.99
INCOMING WIRE -P201403050002516-02516				
3/5/14			\$69,581.59	\$343,737.99
Interest Paid				
2/28/14			\$49.54	\$274,156.40
JEFFERSON CO TAX/CHECKPAYMT Check Number: 1503				
2/24/14 (Check #1503)		\$4,341.54		\$274,106.86
Check				
2/21/14 (Check #1504)		\$97,441.38		\$278,448.40
INCOMING WIRE FEE-P201402100001970-01970				
2/10/14		\$7.00		\$375,889.78
INCOMING WIRE -P201402100001970-01970				
2/10/14			\$33.50	\$375,896.78
INCOMING WIRE FEE-P201402040001663-01663				
2/4/14		\$7.00		\$375,863.28
INCOMING WIRE -P201402040001663-01663				
2/4/14			\$178,095.97	\$375,870.28
Interest Paid				
1/31/14			\$21.93	\$197,774.31
Check				
1/23/14 (Check #1502)		\$1,225.00		\$197,752.38
INCOMING WIRE FEE-P201401100002244-02244				
1/10/14		\$7.00		\$198,977.38
INCOMING WIRE -P201401100002244-02244				
1/10/14			\$26.61	\$198,984.38
INCOMING WIRE FEE-P201401060002129-02129				
		\$7.00		\$198,957.77

Jefferson County Emergency Services District No. 4
Attn: Sandra Melton

sjmelton@att.net

Date: March 31, 2014

SUBJECT: TOTAL DEPOSITS vs TOTAL COLLATERAL

TOTAL PROJECTED DEPOSITS AT TEXAS FIRST BANK
ARE AS FOLLOWS:

DEPOSITS:

TOTAL DEPOSITS:	\$331,082.38
LESS FDIC COVERAGE	<u>(\$250,000.00)</u>
	\$81,082.38

110% OF DEPOSITS	\$89,190.62
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COVERAGE:

TOTAL PLEDGED SECURITY	\$166,282.46
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BOOK VALUE	\$166,158.44
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MARKET VALUE	\$180,684.60
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Market Value	\$180,684.60
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EXCESS COLLATERAL	\$91,493.98
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PREPARED BY: Amanda Tinnin
amanda.tinnin@texasfirstbank.com
Office: (409)978-2250

Jefferson County Emergency Services District No. 4
Attn: Sandra Melton

simelton@att.net

Date: March 31, 2014

SUBJECT: TOTAL DEPOSITS vs TOTAL COLLATERAL

TOTAL PROJECTED DEPOSITS AT TEXAS FIRST BANK
ARE AS FOLLOWS:

DEPOSITS:

TOTAL DEPOSITS:	\$331,082.38
LESS FDIC COVERAGE	<u>(\$250,000.00)</u>
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110% OF DEPOSITS	\$89,190.62
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COVERAGE:

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MARKET VALUE	\$180,684.60
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Market Value	\$180,684.60
--------------	--------------

EXCESS COLLATERAL	\$91,493.98
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PREPARED BY: Amanda Tinnin
amanda.tinnin@texasfirstbank.com
Office: (409)978-2250

Pledge Security Listing

March 31, 2014

ID	CUSTIP	Description	Safekkeeping Location	Safekkeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
288	31402CPUD	RV 725027	Frost Bank	xx	5.00	11/01/2033		AAA	A++	AAA	HTM	1,600,000	166,282.46	166,158.44	180,694.60	14,526.16
Total for 13139-Jefferson County Emergency												1,600,000	166,282.46	166,158.44	180,694.60	14,526.16

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Exhibit C

**AGREEMENT FOR PROVIDING
FIRE PROTECTION SERVICES**

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This is an Agreement for Providing Fire Protection Services (“Agreement”), effective as of April 16, 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, 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 April 16, 2014 through April 30, 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 16 day of April, 2014.


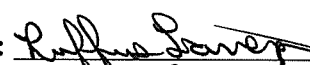

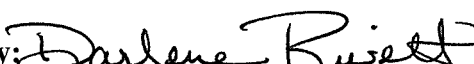
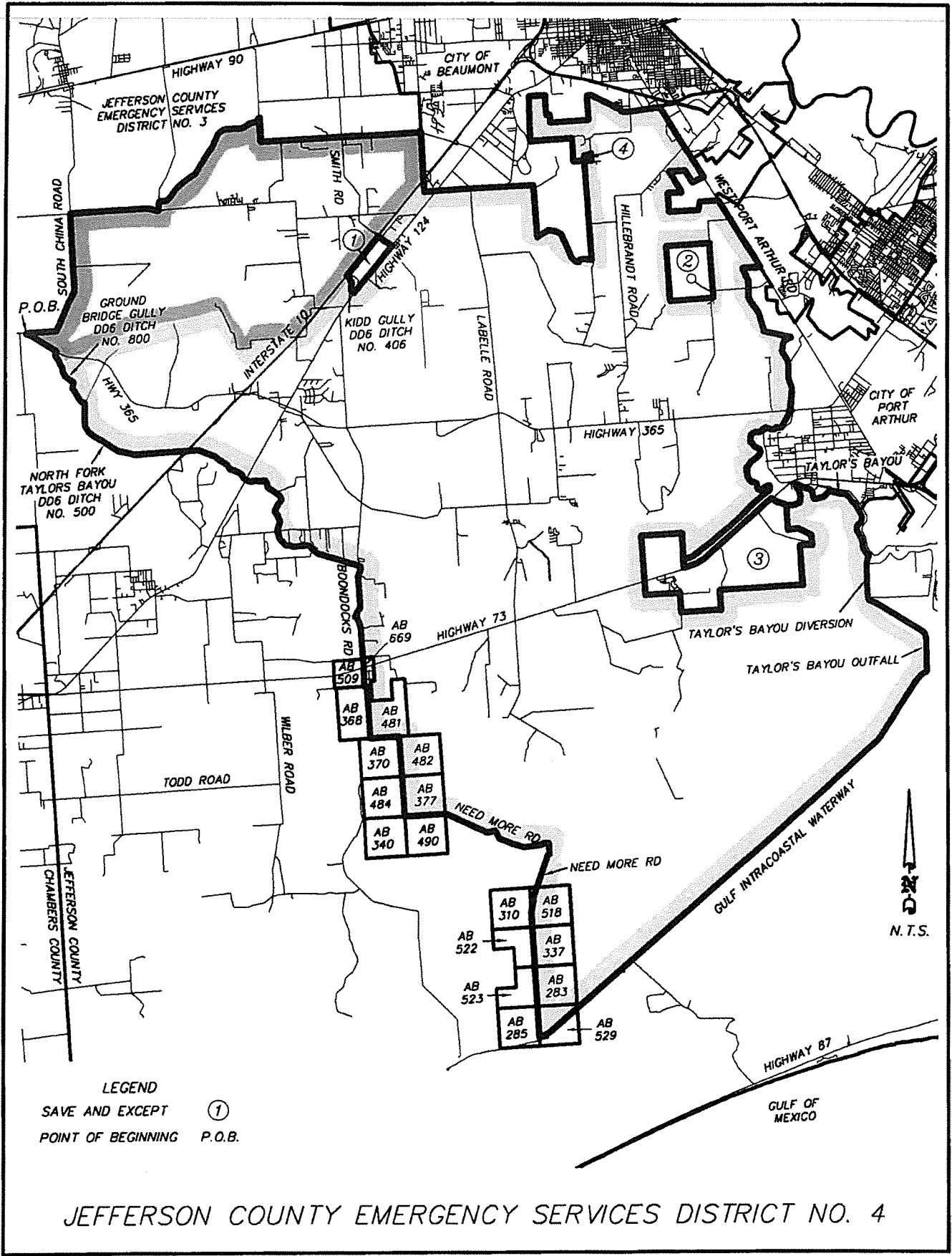
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 By:  Printed Name: Jeff Roebuck Title: District President	LABELLE-FANNETT VOLUNTEER FIRE DEPARTMENT By:  Printed Name: Ruffus Lavergne Title: Department President
ATTEST: By:  Printed Name: Sandra Duhon Title: District Secretary	ATTEST: By:  Printed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

EXHIBIT A

DISTRICT AND DEPARTMENT SERVICE AREA MAP



JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

 Check VFD

 Labelle-Fannett VFD

EXHIBIT B
MONTHLY REPORT

Month: _____

Total Calls Received: _____

Responses:

Structure Fires: _____

Wood/Grass Fires: _____

Vehicles/Wrecks: _____

EMT/First Responder: _____

Others: _____

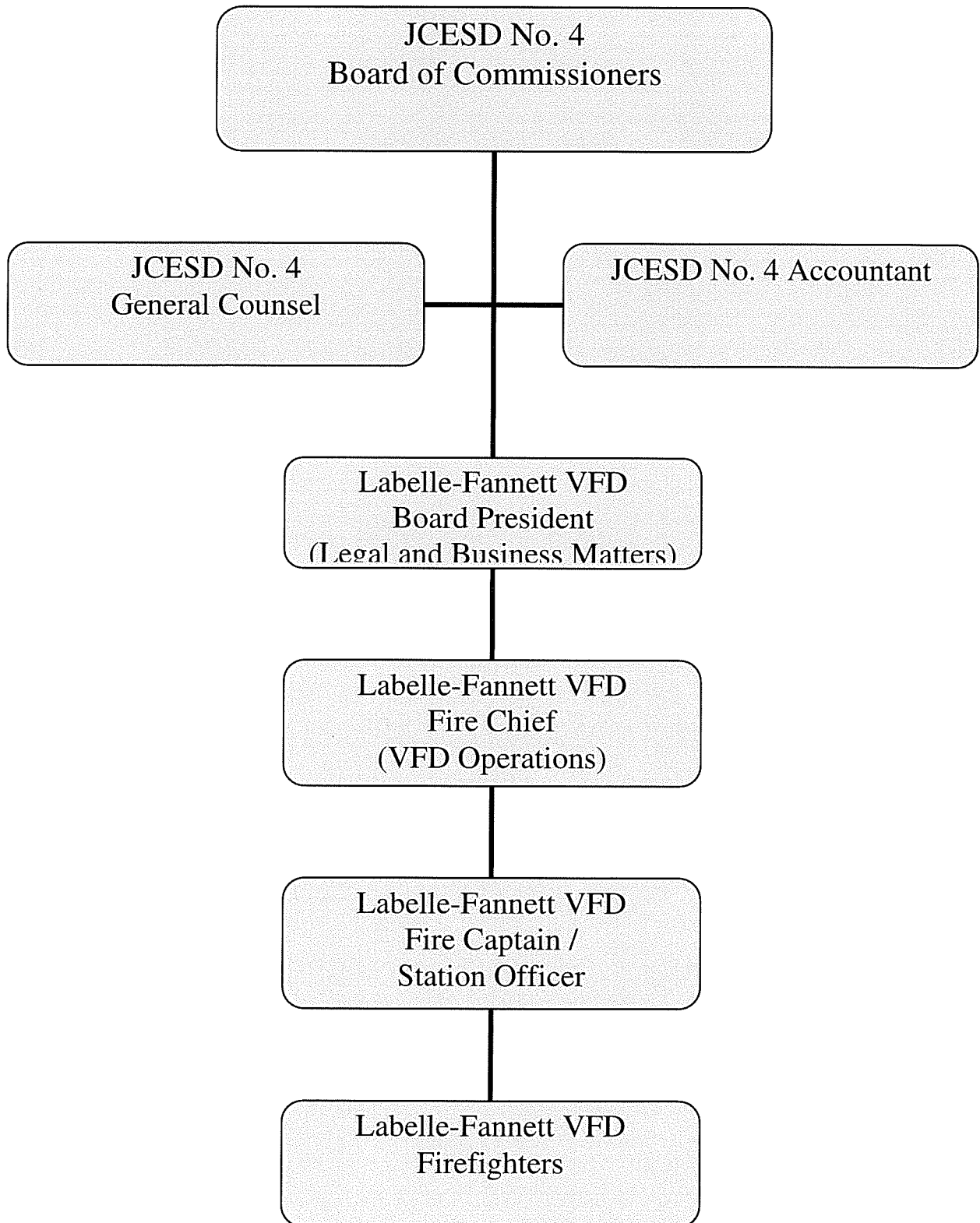
Total: _____

Mutual Aid Responses: _____

Other Matters and/or Specific Event Details:

EXHIBIT C

CHAIN OF COMMAND



**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 April 16, 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.

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 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.

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 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.

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 April 16, 2014 through April 30, 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 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

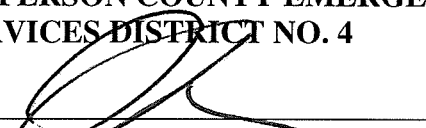
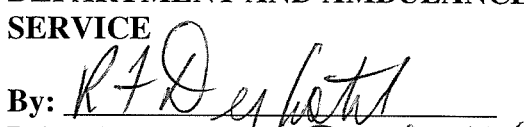

In an action to enforce any provision of this Agreement, the prevailing party may recover its attorney's fees, costs and expenses from the non-prevailing party. This section shall survive the termination of this Agreement.

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 16th day of April, 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: R F Deshotel Title: Department President
ATTEST: By:  Printed Name: Sandra Duhon Title: District Secretary	ATTEST: By: _____ Printed Name: _____ Title: Department Secretary

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.

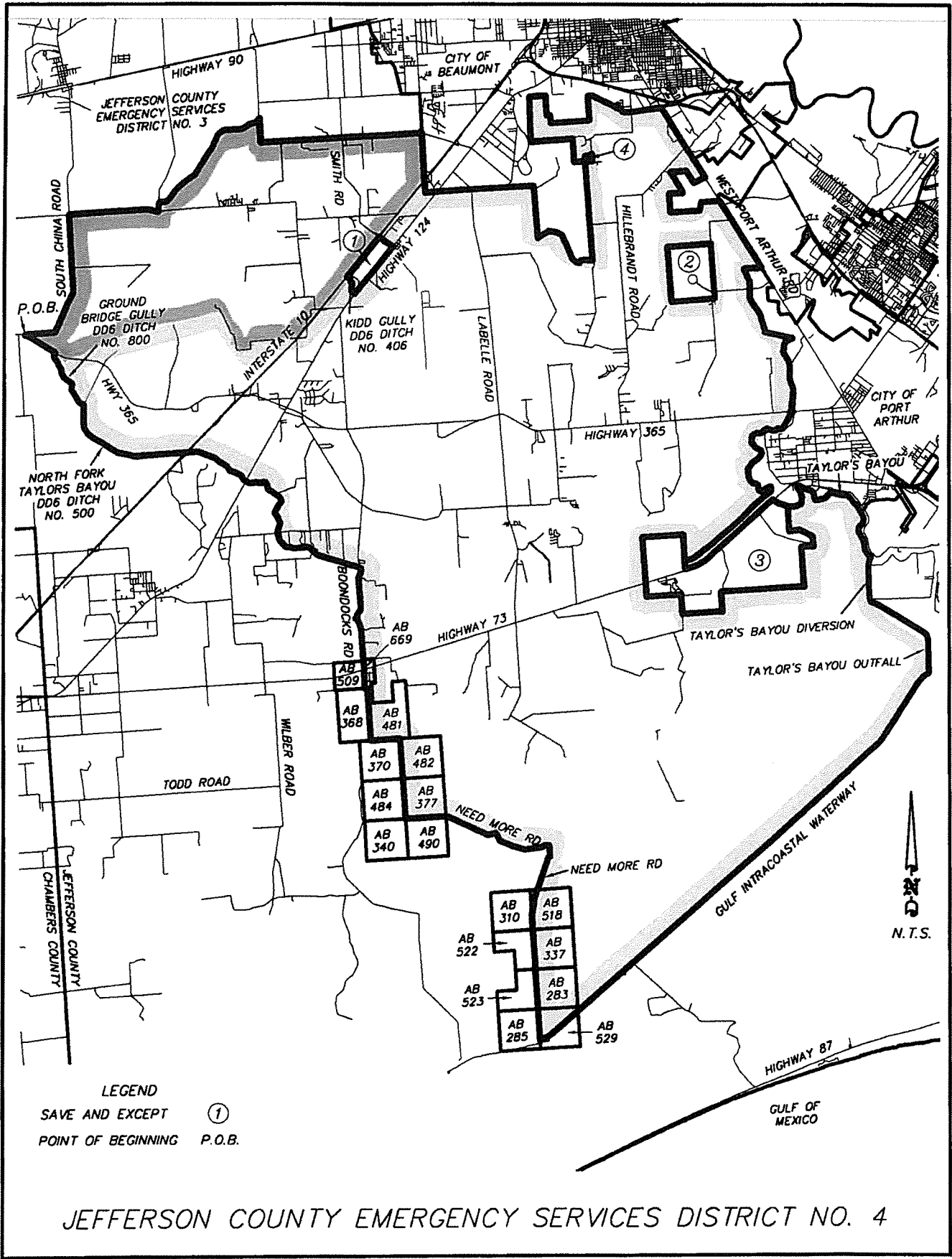
IN WITNESS WHEREOF the District and Department have caused this Agreement to be executed in their respective corporate names and their respective corporate seal to be hereunto affixed and attested by the duly authorized officers.

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: _____ Title: Department President
ATTEST: By: _____ Printed Name: Sandra Duhon Title: District Secretary	ATTEST: By: <u>Delisa L. Fuselier</u> Printed Name: Delisa Fuselier Title: Department Secretary

EXHIBIT A

DISTRICT AND DEPARTMENT SERVICE AREA MAP



JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT B
MONTHLY REPORT

Month: _____

Total Calls Received: _____

Responses:

Structure Fires: _____

Wood/Grass Fires: _____

Vehicles/Wrecks: _____

EMT/First Responder: _____

Others: _____

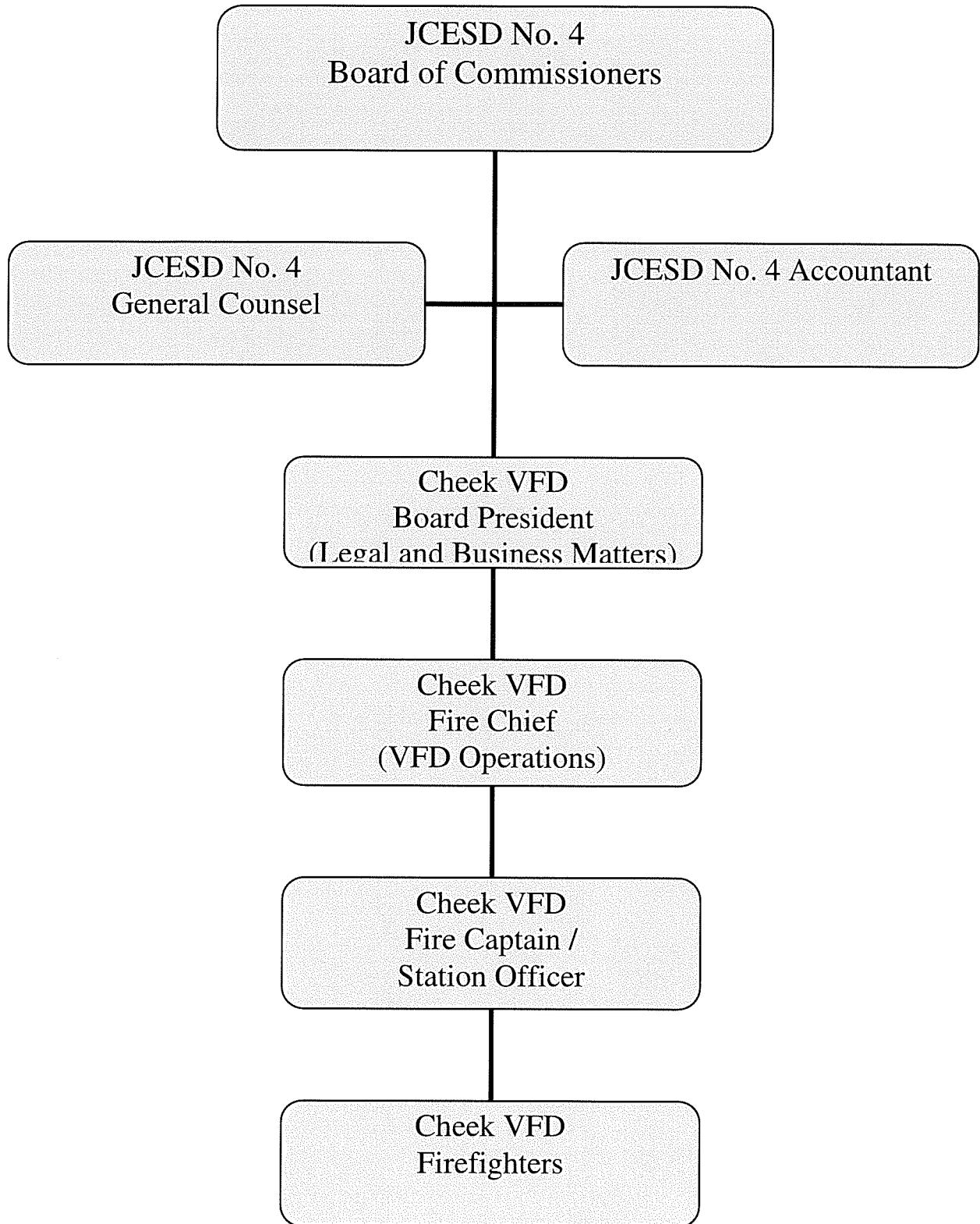
Total: _____

Mutual Aid Responses: _____

Other Matters and/or Specific Event Details:

EXHIBIT C

CHAIN OF COMMAND



ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is made as of the 16th day of April, 2014, by and between **CHEEK VOLUNTEER FIRE DEPARTMENT AND AMBULANCE SERVICE**, a Texas non-profit corporation ("Seller"), and **JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**, a special district created and operating under Article IV, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code ("Buyer").

WHEREAS, Seller is presently engaged in providing volunteer fire protection services to the Cheek community and surrounding areas primarily from a fire station location together with related facilities and equipment at 8523 Kidd Rd., Beaumont, Texas 77713 ("Cheek Station"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets owned by Seller and used by Seller in the provision of fire protection and other emergency services (collectively, "Fire Protection Services"); and

NOW, THEREFORE, in consideration of the premises and the mutual terms and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Assets" means the Real Property as defined hereinafter and any improvements thereon, and the vehicles, apparatus, and fixtures all more particularly described on Exhibit A attached hereto and incorporated herein by reference, as well as any related warranties.

(b) "Bill of Sale" means a Bill of Sale in the form of Exhibit B attached hereto and incorporated herein by reference.

(c) "Deeds" means Special Warranty Deeds in the form attached hereto as Exhibit C and incorporated herein by reference.

(d) "Real Property" means that certain real property as described in Exhibit A and Exhibit C attached hereto.

(e) "Closing" means the closing of the transactions contemplated by the Agreement as provided for in Article IV hereof.

(f) "Effective Time" means 5:00 p.m. on the date of Closing.

ARTICLE II.
PURCHASE AND SALE;
ASSIGNMENT AND ASSUMPTION

2.1 Agreement to Sell and Purchase. Subject to the terms and conditions in this Agreement, at the Closing, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of the Assets.

2.2 Consideration. The consideration for the Assets shall be Buyer's obligations under this Agreement and Buyer's obligations under that certain "Agreement for Providing Fire Protection Services" between the parties, executed on April 16th, 2014.

2.3 Asset Transaction/No Liabilities Assumed. The transactions contemplated by this Agreement shall constitute only the purchase, sale and assignment as provided herein of the Assets. Buyer does not and shall not, pursuant to this Agreement or any other agreement or document to be executed and delivered by Buyer pursuant to this Agreement, assume or become liable for any obligations or liabilities of Seller, whether direct or indirect, now existing or hereafter incurred, absolute, accrued, contingent or otherwise, and Seller shall pay, discharge and indemnify Buyer and hold it harmless from and against any liability or obligation now existing or hereafter incurred by Buyer as a result, either direct or indirect, of the purchase, sale and assignment of the Assets.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization. Seller is a non-profit corporation, duly organized and validly existing under the laws of the State of Texas. Seller has all requisite power and authority to execute and deliver this Agreement and any instruments and agreements contemplated herein which are required to be executed and delivered by it pursuant to this Agreement.

(b) Enforceability. This Agreement constitutes, and the other agreements to be executed and delivered by Seller at the Closing hereunder shall constitute when executed and delivered by Seller, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

(c) Title to Assets. Seller is the sole and unconditional legal and equitable owner of the Assets, and has good and marketable title to the Assets, free and clear of any and all liens, tax liens, charges, claims, security interests, restrictions or encumbrances of any kind or nature whatsoever and of any agreement or understanding with respect to the use or possession thereof. At the Closing, Seller will convey to Buyer good and marketable title to the Assets, free and clear of any and all liens, tax liens, charges, claims security interest, restrictions and encumbrances of any kind or nature whatsoever and of any such agreement or understanding.

(d) Compliance with Laws and Regulations. Seller has complied in all material respects with all federal, state and local laws, ordinances, codes, orders, rules and regulations applicable to or relating to or governing Seller's activities of providing Fire

Protection Services. No condition exists which does or could constitute a violation of or deficiency under any federal, state or local law, ordinance, code, order, rule or regulation applicable to or relating to or governing Seller's activities of providing Fire Protection Services.

(e) No Litigation. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened, at law or in equity, or before any governmental board, agency or authority, (i) against any of the Assets, (ii) challenging the transactions contemplated by this Agreement, or (iii) against Seller that, if decided or resolved against Seller, would prohibit, or adversely affect Seller's ability to consummate, the transactions contemplated by this Agreement. Seller does not know of any facts or circumstances which might reasonably form the basis for any such action, suit or proceeding.

(f) Books and Records. The books of account and other records of Seller with respect to the provision of Fire Protection Services reflect accurately and completely and in reasonable detail valid transactions and fairly present an accurate and complete statement of the transactions, operations, affairs and liabilities of Seller.

(g) Licensing. Seller has received and holds on the date hereof all required and appropriate licenses, permits, certificates, consents, approvals and authorizations from all applicable persons entities, or governmental agencies, or authorities having jurisdiction over Seller necessary for the operation of the Seller's activities of providing Fire Protection Services. All such licenses, permits, certificate, consents, approvals and authorizations are listed on Schedule 3.1(g).

(h) Condition of Assets. Except as disclosed on Schedule 3.1(h) attached hereto and incorporated herein by reference, Seller is not aware of any material defects or deficiencies in the condition of, or repairs needed with respect to, any of the Assets and the Assets are in good working order and condition. The Assets consist of or are located at the Cheek Station, including but not limited to the Real Property.

(i) Consents. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller will not require any consent, approval, authorization, order, or declaration of, or filing or registration with, any court, any federal, state, or local governmental or regulatory authority, or any other person or entity.

(j) No Violation. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller (i) do not conflict with and will not conflict with, or result or will result in a breach of, or constitute or will constitute a default (or an event which, with or without notice or lapse of time, or both, would constitute a default) under, or result or will result in the creation of any lien or other encumbrance upon any of the Assets under any of the terms, conditions or provisions of any material agreement or other instrument or obligation to which Seller is a party or by which Seller is bound, and (ii) do not violate and will not violate in any material respect any order, writ, injunction, decree, statute, rule or regulation applicable to Seller or any of the Assets.

(k) Disclosure. No representation or warranty by the Seller or any exhibit hereto contains or will contain any untrue statement of material fact or admits or will admit to stating any material fact (of which the Seller has knowledge) required to make the statements

herein or therein contained not misleading. Seller has disclosed to Buyer all facts known to Seller material to the Assets.

(l) Taxes. Seller has (i) timely filed all returns required to be filed by it with respect to all federal, state and local or foreign income, payroll, withholding, excise, added value, social security, sales, use, real and personal property, use and occupancy, business and occupation, mercantile, real estate, capital stock and franchise or other tax (all the foregoing taxes, including interest and penalties thereon and included estimated taxes thereof, are hereinafter collectively referred to as "Taxes"), (ii) paid all Taxes shown to become due pursuant to such returns, and (iii) paid all other Taxes for which a notice of assessment or demand for payment has been received. All Tax returns filed by or on behalf of the Seller have been prepared in accordance with all applicable laws and requirements and accurately reflect the taxable income (or other measure of Tax) of Seller. There are no Tax liens upon any of the Assets and Seller is not aware of any audit or other proceeding or investigation, or of any position taken on a Tax return of Seller which could give rise to a Tax lien upon any Assets. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment of any Tax or deficiency against Seller, nor are there any actions, suits, proceedings, investigations or claims now pending against Seller regarding any Tax or assessment or any matters under discussion with any federal, state, local or foreign authority relating to any Taxes or assessments or any claims for additional Taxes or assessments asserted by any such authority and there is no basis for the assertion of any additional Taxes or assessments against Seller. The consummation of the transactions contemplated by this Agreement will not result in the imposition of any additional Taxes or assessments against the Assets.

(m) No Undisclosed Liabilities. There are no liabilities or obligations of Seller, whether accrued, absolute or contingent or otherwise, that are material to Seller, except those specifically disclosed in writing to Buyer; and to the best knowledge of Seller, there is no basis for assertion against Seller of any liability or obligation of any nature whatsoever except as previously disclosed to Buyer.

3.2 Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Organization. Buyer is a special district created and operating under Article IV, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code. Buyer has all requisite power and authority to execute and deliver this Agreement and any instruments and agreements contemplated herein that are required to be executed and delivered by it pursuant to this Agreement.

(b) Enforceability. This Agreement constitutes, and the other agreements to be executed and delivered by Buyer at Closing hereunder shall constitute when executed and delivered by Buyer, legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

(c) Consents. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated by this Agreement by Buyer will not require any consent, approval, authorization, order, or declaration of, or filing or registration

with, any court, any federal, state, or local governmental or regulatory authority, or any other person or entity, other than Lender Consents.

(d) No Violation. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated by this Agreement by Buyer, (i) do not conflict with and will not conflict with, or result or will result in a breach of, or constitute or will constitute a default (or an event which, with or without notice or lapse of time, or both, would constitute a default) under any of the terms, conditions or provisions of any material agreement or other instrument or obligation to which Buyer is a party or by which Buyer is bound, and (ii) do not violate and will not violate in any material respect any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or any of its properties or Assets.

ARTICLE IV. CLOSING

4.1 Place of Closing. The Closing shall take place at _____ .m. on _____, 2014, at the offices of Benckenstein & Oxford, L.L.P. or at such other date, time and place as the parties may mutually agree. The Closing shall be effective as of the Effective Time, and risk of loss in the Assets shall pass to Buyer at such Closing.

4.2 Actions by Seller. At Closing, Seller shall:

(a) Bill of Sale. Deliver to Buyer a Bill of Sale in the form attached hereto as **Exhibit B** duly executed by Seller conveying to Buyer good and marketable title to all personal property Assets free and clear of any and all liens, security interests, encumbrances, conditions and restrictions.

(b) Certificates of Title. Deliver to Buyer Certificates of Title conveying to Buyer good and marketable title to the vehicles and other titled personal property constituting part of the Assets, free and clear of any and all liens, security interests, encumbrances, conditions and restrictions.

(c) Deeds. Deliver to Buyer the Special Warranty Deed in the form attached hereto as **Exhibit C** conveying to Buyer good and marketable title to the Real Property and any improvements thereon constituting part of the Assets, excluding any mineral interest, if any mineral interest is held by Seller, free and clear of any and all liens, security interests, encumbrances, conditions and restrictions

(d) Possession. Deliver to Buyer possession of the Assets.

(e) Other Agreements. Perform or shall have performed all of the covenants and agreements contained in this Agreement to be performed or complied with by Seller on or prior to date of the Closing hereunder.

4.3 Actions by Buyer. At the Closing, Buyer shall perform or shall have performed all of the covenants and agreements contained in this Agreement to be performed or complied with by Buyer on or prior to the date of the Closing hereunder.

4.4 Attorney's Fees. Except as otherwise provided herein, Buyer shall pay all attorney's fees incurred in connection with the consummation of the transaction contemplated by this Agreement.

4.5 Further Assurances to Buyer. From time to time, after Closing and at the request of Buyer, Seller will execute and deliver to Buyer such other instruments of conveyance and transfer and will take such other action as Buyer may reasonably request in order to perfect title in Buyer to the Assets, to put Buyer in possession of the Assets, and/or to consummate any of the other transactions contemplated by this Agreement.

ARTICLE V.
SURVIVAL OF REPRESENTATIONS AND WARRANTIES;
INDEMNITY; POST CLOSING AGREEMENTS AND COVENANTS

5.1 Representations and Warranties to Survive. All statements contained in any agreement, certificate, instrument, schedule, exhibit, deed or document delivered by or on behalf of Seller or Buyer pursuant to this Agreement and the transactions contemplated hereby shall be deemed representations and warranties by the respective parties hereunder and shall survive Closing. All representations, warranties, covenants and agreements made by the parties each to the other in this Agreement or pursuant hereto shall survive the consummation of this Agreement and the Closing hereunder. Any Investigation or examination made by any party hereto shall not constitute a waiver of any representation or warranty and no representation or warranty shall be merged into the Closing hereunder.

5.2 Indemnity.

(a) Seller. Seller shall indemnify and hold Buyer and the Assets harmless from, and against, and in respect of, any loss, liability, claim, demand, or expense (including but not limited to reasonable attorney and consultant fees, costs, and expenses, and investigation and laboratory fees and expenses, and response, remedial or corrective action costs) of any kind whatsoever arising out of or resulting from any of the following:

(i) Any misrepresentation, breach or warranty, or failure to fulfill any agreement or covenant, of Seller under this Agreement or under any other agreement or document delivered by Seller at the Closing hereunder;

(ii) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

(b) Buyer. To the extent allowed by law, Buyer shall indemnify and hold Seller harmless from, against, and in respect of, any loss, liability, claim, demand, or expense, including but not limited to reasonable attorney's fees and costs, of any kind whatsoever, arising out of or resulting from any of the following:

(i) Any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant of Buyer under this Agreement or under any other agreement or document delivered by Buyer to Seller at the Closing hereunder; and

(ii) Any and all actions, suits, proceedings, demands, assessments, judgments, costs, and legal and other expenses incident to any of the foregoing.

(c) Indemnity Procedures. In case any claim, demand or action shall be brought by any third party against a party entitled to indemnity under Section 5.2(a) or 5.2(b) above, such party shall promptly notify the other party hereto from whom indemnity is sought in writing and the indemnifying party shall assume the defense thereof, including the employment of counsel. In addition, in case a party hereto shall become aware of any facts which might result in any such claim, demand or action, such party shall promptly notify the other party who would be obligated to provide indemnity hereunder with respect to such claim, demand or action, and such other party shall have the right to take such action as it may deem appropriate to resolve such matter. The indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be at the expense of the indemnifying party. The indemnifying party shall not be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there be a final judgment for the plaintiff in any such action, the indemnifying party shall indemnify and hold harmless the indemnified party from and against any loss or liability by reason of such settlement or judgment.

5.3 Full Cooperation. Seller and Buyer shall cooperate and take such action, including the execution of such other documents, as may be necessary to fully consummate the transactions contemplated hereby, and as may be reasonably requested in order to carry out the provisions and purposes of this Agreement.

5.4 Disputes. In the event of any dispute concerning the rights and obligations of the parties hereunder, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, costs and other expenses incurred by the prevailing party in connection with such dispute.

ARTICLE VI. MISCELLANEOUS

6.1 Notices. All notices, claims, or demands required or permitted to be given hereunder shall be in writing and shall be deemed delivered when delivered personally or mailed to the other party, properly addressed, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

(a) If to Seller:

Cheek Volunteer Fire Department
and Ambulance Service
8523 Kidd Rd.
Beaumont, Texas 77713

(b) If to Buyer:

Jefferson County ESD No. 4
12880 FM 365
Beaumont, Texas 77705

With Copy to:

Benckenstein & Oxford, LLP
Attorneys for Jefferson County ESD No. 4
3535 Calder Ave., Suit 300
Beaumont, Texas 77706
Fax No. (409) 833-8819

Either party may change the address for notices to be sent to it by written notice delivered pursuant to the terms of this Section 6.1.

6.2 Entire Agreement; Amendments. This Agreement and the documents delivered at Closing hereunder set forth the entire understanding of the parties and supersede all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, or warranties, other than those contained herein, and no amendments or modifications hereto, shall be valid unless made in writing and signed by the parties intended to be bound thereby.

6.3 Binding Effect/Assignability. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Seller nor Buyer shall be entitled to assign any of its rights or obligations under this Agreement.

6.4 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof with the remaining provisions remaining in full force and effect and not affected by the illegal, invalid or unenforceable provision or by severance thereof herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid and enforceable.

6.5 Headings/Captions. The captions to sections and subsections of this Agreement have been inserted solely for convenience and reference, and the same shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6.6 Waiver; Remedies. Waiver by any party hereto of any breach of or exercise of any rights under this Agreement shall not be deemed to be a waiver of similar or other breaches or rights or a future breach of the same duty. The failure of a party to take any action by reason of any such breach or to exercise any such right shall not deprive any party of the right to take any action at any time while such breach or condition giving rise to such right continues. Except as expressly limited by this Agreement, the parties shall have all remedies permitted to them by this Agreement or law, and all such remedies shall be cumulative.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

CHEEK VOLUNTEER FIRE DEPARTMENT
AND AMBULANCE SERVICE, a Texas non-
profit corporation

By: RJDeshotel
RFDeshotel, President

BUYER:

JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 4, a special district
created and operating under Article III, Section
48-e of the Texas Constitution and Chapter 775
of the Texas Health and Safety Code

By: [Signature]
Jeff Roebuck, President

EXHIBIT "A"

ASSETS

Real Property

Parcel No. 1

Being a 0.4178 acre tract of land out of a 13.275 acre tract known as Lot 1, Block 4, allocated to Lula F. Auguste in a partition of the L. D. Fontenots lands situated in the Sarah Miles League, Abstract No. 173, and also being out of a 73.78 acre tract in the Jefferson County, Texas, described as follows to-wit:

BEGINNING at a point in the South line of Kidd Road at the Northwest corner of Lot 1, Block 4, of said partition, which point in the Northwest corner of said 73.78 acre tract and the Northwest corner of the tract of land herein described, and from which point the Northeast corner of the Sarah Miles League bears East 1771.17 feet and North 2418.89 feet, an iron pin for corner;

THENCE East 70.00 feet along the South line of Kidd Road and a portion of the North line of Lot 1, Block 4, of said partition and the 73.78 acre tract, to the Westerly line of a drain ditch, which point in the Northeast corner of the tract of land herein described, an iron pin for corner;

THENCE South II 051' 30" East 204.37 feet along the Westerly line of the drain ditch to the Southeast corner of the tract of land herein described, an iron pin for corner;

THENCE West 112.00 feet to a point in the West line of Lot I, Block 4 of said partition and the 73.78 acre tract, which point is the Southwest corner of the tract of land herein described, an iron pin for corner;

THENCE North 200.00 feet along a portion of the West line of Lot 1, Block 4, of said partition and the 73.78 acre tract to the PLACE OF BEGINNING;

(known as 8523 Kidd Rd., Beaumont, Texas 77713).

Fire Trucks/Vehicles

Year/Make/Model

VIN/Serial No.

2012 Kenworth Tanker Truck

2NKHLN9X6CM286885

1989 Ford Pumper Truck

1FDXK84A7KVA12822

Other Assets

All fire and rescue equipment owned by the Cheek Volunteer Fire Department and Ambulance Service as of the Closing Date of this Asset Purchase and Sale Agreement, including but not limited to all vehicle extrication tools, self-contained breathing apparatuses, bunker gear, personal protection equipment, fire hoses, fire hose appliances and adapters, and all other equipment used in fire and/or rescue operations.

All other tangible property, including but not limited to all fixtures, appliances, and equipment, owned by the Cheek Volunteer Fire Department and Ambulance Service as of the Closing Date of this Asset Purchase and Sale Agreement.

EXHIBIT "B"

BILL OF SALE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

§

§

That **CHEEK VOLUNTEER FIRE DEPARTMENT AND AMBULANCE SERVICE**, a Texas non-profit corporation ("Seller"), for and in consideration of the payment made to Seller pursuant to that certain Asset Purchase and Sale Agreement dated as of April 16, 2014 (the "Agreement") between Seller and **JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**, a special district created and operating under Article IV, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code ("Buyer"), the receipt and sufficiency of which is hereby acknowledged by Seller, hereby grants, bargains, sells and transfers to Buyer, its successors and assigns all of the Assets as defined in the Agreement.

TO HAVE AND HOLD all of such personal property Assets, including but not limited to all vehicles and other personal property assets owned by Seller, to Buyer, its successors and assigns to its own use forever.

Seller hereby sells and assigns such Assets to Buyer with those representations and warranties stated in Section 3.1 of the Agreement.

Seller hereby binds itself, its successors and assigns, to warrant and defend the title represented in Section 3.1(c) of the Agreement to all the Assets unto Buyer, its successors and assigns, forever against every person whomsoever claiming such Assets or any part thereof.

Each capitalized term used herein shall have the meaning given to such term in the Agreement, unless the context hereof otherwise requires or provides.

IN WITNESS WHEREOF, this Bill of Sale is executed effective as of 5:30 p.m. on April 16, 2014.

CHEEK VOLUNTEER FIRE DEPARTMENT
AND AMBULANCE SERVICE, a Texas non-
profit corporation

By: R.F. Deshotel
R.F. Deshotel, President

"EXHIBIT C"

SPECIAL WARRANTY DEED

Date: April 16, 2014

Grantor: **CHEEK VOLUNTEER FIRE DEPARTMENT AND AMBULANCE SERVICE**, a Texas non-profit corporation

Grantor's Mailing Address:

Cheek Volunteer Fire Department
and Ambulance Service
8523 Kidd Rd.
Beaumont, Texas 77713

Grantee: **JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**, a special district created and operating under Article IV, Section 48-e of the Texas Constitution and Chap

Grantee's Mailing Address:

Jefferson County Eme
12880 FM 365
Beaumont, Texas 77713

*Original filed w/
Jeff. Co. Clerk for
Recording in Property
Records.*

Consideration:

Grantee's obligations under Services" entered into between Grant and, Grantee's obligations under the between Grantor and Grantee, execu

Fire Protection
p _____, 2014;
ent" entered into

Property (including any improvements):

Being a 0.4178 acre tract of land out of a 13.275 acre tract known as Lot 1, Block 4, allocated to Lula F. Auguste in a partition of the L. D. Fontenots lands situated in the Sarah Miles League, Abstract No. 173, and also being out of a 73.78 acre tract in the Jefferson County, Texas, described as follows to-wit:

BEGINNING at a point in the South line of Kidd Road at the Northwest corner of Lot 1, Block 4, of said partition, which point in the Northwest corner of said 73.78 acre tract and the Northwest corner of the tract of land herein described, and from which point the Northeast corner of the Sarah Miles League bears East 1771.17 feet and North 2418.89 feet, an iron pin for corner;

THENCE East 70.00 feet along the South line of Kidd Road and a portion of the North line of Lot 1, Block 4, of said partition and the 73.78 acre tract, to the Westerly line of a drain ditch, which point in the Northeast corner of the tract of

land herein described, an iron pin for corner;

THENCE South II 051' 30" East 204.37 feet along the Westerly line of the drain ditch to the Southeast corner of the tract of land herein described, an iron pin for corner;

THENCE West 112.00 feet to a point in the West line of Lot I, Block 4 of said partition and the 73.78 acre tract, which point is the Southwest corner of the tract of land herein described, an iron pin for corner;

THENCE North 200.00 feet along a portion of the West line of Lot 1, Block 4, of said partition and the 73.78 acre tract to the PLACE OF BEGINNING;

(known as 8523 Kidd Rd., Beaumont, Texas 77713).

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Exceptions to Conveyance and Warranty:

None.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

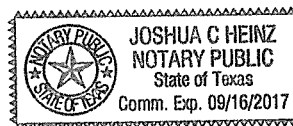
**CHEEK VOLUNTEER FIRE DEPARTMENT
AND AMBULANCE SERVICE**, a Texas non-profit corporation

R.F. Deshotel
R.F. Deshotel, President

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

Before me, the undersigned Notary Public, on this the 16 day of April 2014, personally appeared R.F. Deshotel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the **CHEEK VOLUNTEER FIRE DEPARTMENT AND AMBULANCE SERVICE**, a Texas non-profit corporation, as its President, for the purposes and consideration therein expressed.

[Signature]
Notary Public, State of Texas
My commission expires: 9/16/2017



<u>AFTER RECORDING RETURN TO:</u>	<u>PREPARED IN THE OFFICE OF:</u>
Jefferson County ESD No. 4 12880 FM 365 Beaumont, Texas 77705	Benckenstein & Oxford, L.L.P. 3535 Calder Avenue, Suite 300 Beaumont, Texas 77706 Tel: (409) 833-9182 Fax: (409) 833-8819

SCHEDULE 3.1(g)

LIST OF LICENSES

Fire Trucks/Vehicles

YEAR/MAKE/MODEL

LICENSE NO.

2012 Kenworth Tanker Truck

1015126

1989 Ford Pumper Truck

No Plates

SCHEDULE 3.1(h)

LIST OF MATERIAL DEFECTS IN ASSETS

1989 Ford Pumper Truck – Currently is out of inspection and is not registered. Needs to be inspected and registration needs to be renewed.

Exhibit D

EMERGENCY MEDICAL EDUCATORS

225 Best Road

409-656-0528

Winnie Texas 77665

409-296-6246

Invoice

This invoice is for EMT Basic course that will be taught at the Labelle station starting May 12.

7 ~~8~~ students

1250.00

Total

~~10,000~~ 8,750

Please remit payment to Nick Morrison.

Nick Morrison Owner

CHRISTIAN POMPA
NOAH CALLAHAN
HENRY LABRIE
JEREMIAH RIVETT
GEORGINA NEWVINE
JACOB RIVETT
KEVIN KESTER

EMERGENCY MEDICAL EDUCATORS

225 Best Road
Winnie Texas 77665

409-656-0528
409-296-6246

Invoice

This invoice is for EMT Basic course that will be taught at the Labelle station starting May 12.

3 students	1250.00
<i>2 - 2500</i>	
Total	3750.00

Please remit payment to Nick Morrison.

Nick Morrison Owner

Elena Lavergne
Bruce GREEN

Exhibit E

MARY ELLEN ROBERTSON

CERTIFIED PUBLIC ACCOUNTANT

985 IH 10 NORTH, SUITE 101
BEAUMONT, TX 77706
409-892-8901
FAX 409-892-3041

April 16, 2014

Jefferson County ESD No. 4
12880 FM 365 Road
Beaumont, TX 77705-9682

To the Board of Commissioners:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide.

I will perform the following services:

1. Design and set-up an accounting system to maintain detailed accounting records for the District using Thomson Reuters Accounting CS Program. Access by the District's personnel is available for an additional monthly access fee charged by the software provider.
2. Prepare accounts payable checks on a monthly basis and record deposits as needed. Checks would be available for signature at your monthly board meetings. Upon obtaining signatures, the checks will be readied for mailing.
3. Preparation of the general ledger and bank reconciliations for checking and savings accounts on a monthly basis.
4. Prepare a cash flow statement or statement of activities by department and in total, on a monthly basis for the board. I will also provide a copy of the check register to date showing the balance in the operating account at the time of the meeting.
5. Prepare all year end reporting for purposes of contract labor distributions and/or payroll.
6. Prepare a year-end compilation report to include basic financial statements and assist in the preparation of the management discussion and analysis which is required supplementary information for your audit.
7. Assist in the budgeting process with the board.

My services are to begin on or about April 21, 2014.

You are responsible for making all management decisions and performing all management functions, and for designating an individual with suitable skill, knowledge, or experience to oversee any services I provide. You will be responsible for approving all bills for payment and signing all checks.

I estimate my fees for these services will be \$475.00 per month, plus an initial set-up fee which will be charged on an hourly basis at the rates provided in the attached document. The initial set-up includes setting up the chart of accounts, general ledger, filing systems and financial reports. All after-the-fact entries from the beginning of the year to present will be recorded in the general ledger as part of the initial set-up.

You may also be billed for out-of-pocket costs such as postage, supplies, travel, etc. if incurred. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed.

If significant additional time is necessary, I will bill additional amounts based on rates listed in the attached hourly rate sheet only after obtaining board approval for such work. My invoices for these fees will be rendered each month and are payable net 30 days.

This agreement will be in effect for one-year from the date it is accepted by the board. Either party can terminate this agreement upon giving 30 days written notice of their intent to terminate.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes terms of my engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me at the address above. Keep the original for your files.

Sincerely,



Mary Ellen Robertson, CPA

Jefferson County ESD No. 4

Accepted by:  _____ Date: _____

Mary Ellen Robertson, CPA

Hourly Rate Sheet Effective January 1, 2014

Accounting Services:

Certified Public Accountant	\$135.00
Accountant I	\$50.00
General Bookkeeper	\$25.00

Exhibit F

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
PHONE: (409) 833-9182
FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

April 16, 2014

Via Email and Hand Delivery

Board of Commissioners
Jefferson Co. ESD No. 4
12880 FM 365
Beaumont, Texas 77705

Re: Jefferson County Emergency Services District No. 4; Amended Representation Agreement; B&O File No. 87102.

Dear President Roebuck and Other Members of the Board,

The purpose of this letter is to set forth and establish the terms of Benckenstein & Oxford, L.L.P.'s ("B&O" or "Firm") continued legal representation of Jefferson County Emergency Services District No. 4 ("JCESD No. 4" or "District").

Pursuant hereto, B&O will provide legal representation for and on behalf of JCESD No. 4, and will continue to serve as legal counsel for the District's Board of Commissioners ("Board members") in relation to all matters concerning the District and/or its operations, with Joshua C. Heinz and Hubert Oxford IV ("Heinz/Oxford"), attorneys employed by B&O, designated as General Counsel for the District.

SCOPE OF SERVICES:

B&O's regular duties under this agreement will include preparation for and attendance at all regularly scheduled and specially set Board meetings, workshops and Committee meetings, preparing and filing meeting/workshop notices and agendas with the Jefferson County Clerk for posting, drafting meeting/workshop minutes, and daily communications with Board members and District staff in connection with District-related matters not delegable to a specific project.

In addition to the above-mentioned regular duties, B&O will perform the following legal services in connection with its representation of JCESD No. 4 and the Board members:

1. Drafting and/or reviewing contracts, leases, and other agreements, and advising as to same;
2. Reviewing procurement documentation and procedures;
3. Advising as to employment and personnel matters;
4. Advising as to state and federal legislation affecting the District and/or its operations;
5. Advising as to and providing representation in any legal proceedings and/or administrative hearings concerning and/or affecting the District;
6. Working with other consultants, such as the District's independent certified public accountant, auditor, and insurance representative;
7. Advising the District as to and providing legal representation for any and all legal matters affecting the District and/or its operations; and,
8. Advising the District on the hiring of additional counsel and/or consultants; and,

Please understand that the above listing of anticipated legal representation to be provided under this agreement is not meant to be inclusive, but is only meant to be an outline of anticipated services provided by B&O. Accordingly, this list does not represent an exhaustive enumeration of all legal services that might be required of and/or provided by B&O in connection with its representation of the District and the Board members pursuant to this agreement.

Moreover, with the exception of the regular duties set forth above and discussed hereinafter, B&O will not perform any legal services or incur any expense without advance authorization from the District, Board or other authorized individual.

COMPENSATION:

As a basic compensation for performance of the regular duties described herein and not exceeding eight (8) hours per calendar month, the District agrees to pay Heinz/Oxford a monthly retainer of \$800.00, which will be due and payable each month on the date of the District's regularly scheduled monthly Board meeting (third Wednesday of each month).

April 16, 2014

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It is understood and agreed that the monthly retainer only covers up to and not exceeding eight (8) hours per calendar month of regular duties performed, which include preparation for and attendance at all regularly scheduled and specially set Board meetings, workshops and Committee meetings, preparation of meeting/workshop notices and agendas and filing same with the Jefferson County Clerk for posting, and drafting meeting/workshop minutes. The only exception applies to any time associated with daily communications with Board members and District staff, whether by phone, email or otherwise, in connection with District-related matters not delegable to a specific project, as all such time be included under and covered by the monthly retainer.

Any time spent by B&O in excess of eight (8) hours per calendar month in the performance of its regular duties, with the exception of any non-project specific communications as discussed in the foregoing paragraph, as well as any work performed in relation to general or project-specific matters assigned to B&O by the District, will be billed to the District at the following rates: \$250.00 per hour for general counsel and other B&O attorneys, and \$50.00 per hour for legal assistants.

EXPENSES:

Throughout the course of representing the District, B&O will incur expenses in handling legal representation for the District, with any such expenses being those for which B&O actually advances funds. "Actual expenses" include, but are not limited to, copying expenses, telephone charges, messenger fees, mail and facsimile charges, filing and recording fees, printing charges, travel expense, computerized research, and other expenses necessary for the proper representation of the District in a diligent manner. These expenses will be billed by B&O to the District.

In the event that an authorized expense incurred by B&O is billed by the service provider directly to the District, the District should make payment for said expenditure directly to the service provider.

BILLING:

B&O will submit billing statements to the District for each calendar month period, which will provide an itemized description of all legal services rendered and expenses incurred. As to any time spent in the performance of B&O's regular duties (up to and not exceeding eight (8) hours per calendar month) which are covered by the monthly retainer discussed above, said time will be reflected on the statement at a rate of \$0.00 per hour.

Time shall be recorded for conferences with the District, its duly authorized officers, directors and employees; legal research; factual investigations; preparation of correspondence, agreements, documents and instruments; reviewing and analyzing correspondence and legal documents; travel to and from meetings and proceedings; and communications with Board members, District staff and third parties.

Unless instructed otherwise, B&O will record and bill all time and expenses to the District's general file (B&O File No. 87102). However, if requested by the District, B&O is able and willing to set up a separate file for any work performed and expenses incurred in relation to a specific matter or project assigned to it by the District, so that the District will be able to track the time spent and expenses incurred on the particular matter or project, which would be invoiced separately from the general file.

B&O will make a diligent effort to regularly submit billing statements to the District for each calendar month, and all time and expenses will be billed by B&O during the District's fiscal year in which same were incurred.

PRIOR FEES AND EXPENSES:

Any and all legal services rendered and expenses incurred by B&O prior to the execution of this agreement, including any invoices previously submitted to the District for pre- and post-District creation work performed by B&O, as well as any additional work performed and expenses incurred by B&O up through the execution and effective date of this agreement, are subject to and will be billed in accordance with the parties' prior representation agreement.

TERM OF AGREEMENT:

This agreement shall be effective beginning March 1, 2014, and shall continue in effect for a one (1) year period through February 28, 2015, and, unless terminated or modified prior to that date, shall automatically renew and remain in full force and effect for each one (1) year period thereafter.

TERMINATION AND NOTICE:

This agreement may be terminated by either party by giving at least sixty (60) days written notice to the other party. In the event this agreement is terminated prior to the completion of the term hereof, B&O shall be entitled to the compensation earned and reimbursement of the expenses incurred by them prior to the date of termination and provided for in this agreement, computed pro rata up to and including the date of termination.

Any notice to be given hereunder by either party to the other may be effected in writing either by personal delivery or mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at their current mailing addresses, which are set forth below, but either party may change its mailing address by written notice to the other party in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt, and mailed notices shall be deemed communicated as of three (3) days after mailing.

For purposes of providing notice under this agreement, the parties' current mailing addresses are as follows:

Jefferson Co. ESD No. 4
Attn: Jeff Roebuck, President
12280 FM 365
Beaumont, Texas 77705

Benckenstein & Oxford, L.L.P.
Attn: Joshua C. Heinz
3535 Calder Ave., Suite 300
Beaumont, Texas 77706

NOTIFICATION OF GRIEVANCE PROCESS:

The State Bar Act, effective September 1, 1991, requires all attorneys practicing in Texas to notify their clients of the existence of the grievance process. Accordingly, you are hereby notified that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free phone call.

April 16, 2014
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PLACE, PERFORMANCE AND ASSIGNMENT:

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all the obligations of the parties created hereunder are performable in Jefferson County, Texas, and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, where permitted by this agreement.

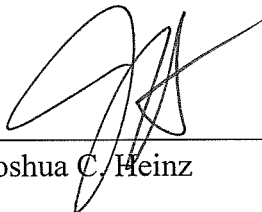
ENTIRE AGREEMENT OF PARTIES:

This contract embodies the entire agreement of the parties hereto with respect to the matters herein contained, and it is agreed that the terms and conditions hereof shall not be modified or revoked unless by written agreement signed by the parties and/or their authorized representatives, and attached hereto and made a part hereof.

Further, the District acknowledges that in addition to all its Board members having read this agreement in its entirety, the undersigned counsel has answered any questions concerning this agreement raised by the Board members, the Board members understand all the terms and consider the agreement to be fair and reasonable, and the Board considered and approved this agreement, as evidenced by the Board President's signature below, and which is to be reflected in the minutes for the Board meeting during which this agreement was considered, approved and executed.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

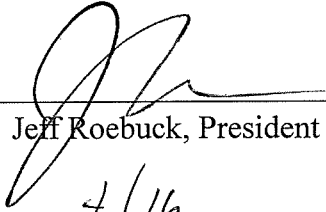
By: 
Joshua C. Heinz

JCH/jcr

April 16, 2014
Page - 7 -

Approved and Accepted:

**JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 4**

By:  _____
Jeff Roebuck, President

Date: 4/16 _____, 2014

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue
Suite 300
Beaumont, TX 77706

April 2, 2014

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

INVOICE #: 46954 **JH**
Billed through: April 2, 2014
Client/Matter #: JCESD4 87102

RE: Jefferson County Emergency Services District No. 4

PROFESSIONAL SERVICES RENDERED

03/03/14	JH	Telephone conversation with Charlie Reneau and attention to 6 emails regarding scheduling a special meeting to discuss proposed fire protection service agreements (n/c);	0.60 hrs
03/06/14	JH	Attend meeting with Sandra Melton and Charlie Cox at courthouse; draft Chain of Command exhibit for Cheek VFD Fire Service Agreement;	2.80 hrs
03/07/14	JH	Attention to 11 emails regarding the 3/14/2014 special meeting and the draft service contract for LFVFD (n/c);	1.10 hrs
03/11/14	JH	Draft agenda for the 3/14/2014 special board meeting, and prepare letter to County Clerk for recording and posting of same; draft agenda for the 3/19/2014 regular board meeting; attention to 2 emails regarding same (n/c);	1.30 hrs
03/12/14	JH	Finalize agenda for 3/19/2014 board meeting, and forward same to county clerk for posting (n/c);	0.30 hrs
03/14/14	JH	Attend special Board meeting, held at B&O office (n/c);	1.30 hrs
03/17/14	JH	Draft minutes for the 3/14/2014 special meeting, and forward to Board for review; revise draft fire service agreement for LFVFD; prepare materials for 3/19/2014 regular meeting and forward same to Board members for review; review proposed report forms provided by Charlie Cox (n/c);	1.90 hrs
03/19/14	JH	Travel to and attend regular Board meeting (n/c);	2.50 hrs
03/20/14	JH	Draft minutes for the March 19, 2014 board meeting (n/c);	3.20 hrs
03/20/14	JH	Revise and finalize draft service agreements per amendments approved by the Board at the 3/19/2014 meeting; forward copy of amended draft to Henry Labrie and LFVFD's counsel for review;	0.90 hrs
03/21/14	JH	Attention to 4 emails regarding the District's credit cards through Texas First Bank (n/c);	0.40 hrs
03/24/14	JH	Attention to 4 emails regarding cleaning of bunker gear due to Hamshire-Fannett Elementary School fire (n/c);	0.40 hrs

03/25/14	JH	Revise and finalize draft minutes for the 3/19/2014 regular Board meeting, and forward copy of same to the Board for review; receipt and review Feb. 2014 Tax Collection-Distribution Statement from the Tax Office, and forward copy of same to the Board;	0.50 hrs
03/25/14	JH	Receipt and review emails from LFVFD and its counsel regarding their review and approval of the revised Fire Protection Services Agreement, and forward same to Board members (n/c);	0.70 hrs
03/31/14	JH	Prepare draft agenda for the 4/16/2014 regular board meeting, and forward same to Board for review and comment;	0.90 hrs
		Total fees for this matter	\$1,275.00

DISBURSEMENTS

03/05/14	The Carlton Law Firm, PLLC - Invoice #1564	547.50
03/24/14	Federal Express; Invoice # 2-594-57590; Federal Express/Express Mail	20.98
04/02/14	Copy Expense	0.84
04/02/14	Messenger Service	10.00
	Total disbursements for this matter	<u>\$579.32</u>

BILLING SUMMARY:

Heinz, Joshua	13.70 hrs @	\$0.00 /hr	\$0.00
Heinz, Joshua	5.10 hrs @	\$250.00 /hr	\$1,275.00

TOTAL FEES	<u>\$1,275.00</u>
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TOTAL DISBURSEMENTS	\$579.32
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TOTAL CHARGES FOR THIS INVOICE	<u>\$1,854.32</u>
--------------------------------	-------------------

TOTAL BALANCE NOW DUE	<u><u>\$1,854.32</u></u>
------------------------------	---------------------------------

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

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

INVOICE

Invoice # 1564
 Date: 03/05/2014

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

Date	Attorney	Description	Quantity	Total
02/07/2014	JJC	Teleconference with J. Heinz regarding asset ownership issue.	0.30	\$82.50
02/13/2014	CE	Draft opinion regarding HB 3798 regarding purchase of assets by ESDs for J. Heinz, Jefferson County ESD No. 4.	1.10	\$220.00
02/14/2014	JJC	Work regarding HB 3798 opinion letter.	0.30	\$82.50
02/14/2014	KANC	Revise opinion letter.	0.50	\$125.00
02/18/2014	ALL	Finalize correspondence regarding HB3798 and forward to J. Heinz.	0.30	\$37.50

Time Keeper	Position	Quantity	Rate	Total
John Carlton	Attorney	0.6	\$275.00	\$165.00
Kelli Carlton	Attorney	0.5	\$250.00	\$125.00
Casey Engel	Attorney	1.1	\$200.00	\$220.00
Amy Loera	Non-Attorney	0.3	\$125.00	\$37.50
			Subtotal	\$547.50
			Total	\$547.50

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$310.00	+ \$547.50)- (\$0.00	\$857.50

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1511	02/04/2014	\$310.00	\$0.00	\$310.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1564	03/05/2014	\$547.50	\$0.00	\$547.50
			Outstanding Balance	\$857.50
			Total Amount Outstanding	\$857.50

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

Payment is due upon receipt. Please include invoice numbers as an additional reference so we may accurately identify and apply your payment. Thank you!

Exhibit G

**MUTUAL AID AGREEMENT
BETWEEN
WINNIE-STOWELL VOLUNTEER FIRE DEPARTMENT,
LABELLE-FANNETT VOLUNTEER FIRE DEPARTMENT,
AND
CHEEK VOLUNTEER FIRE DEPARTMENT**

This Mutual Agreement (“Agreement”) is between the following Parties: Winnie-Stowell Volunteer Fire Department (“WSVFD”), Labelle-Fannett Volunteer Fire Department (“HIVFD”), and Cheek Volunteer Fire Department (“CVFD”).

This Agreement is authorized pursuant to Chapter 775, Texas Health and Safety Code; Chapter 791, Texas Government Code (Interlocal Cooperation Act); Chapter 418, Texas Government Code (Texas Disaster Act of 1975); Chapter 421, Texas Government Code (Homeland Security); and/or Chapter 362, Local Government Code. These statutes, individually and/or collectively, permit emergency services districts and/or volunteer fire departments to enter into mutual aid agreements with other public agencies and/or volunteer organizations providing emergency services to use firefighting vehicles, apparatus, equipment and personnel outside of their jurisdictional boundaries or service areas pursuant to such mutual and automatic aid agreements.

Furthermore, this Agreement is authorized by the Chambers County Emergency Service District No. 1 (“CCESD No. 1”) Board of Commissioners in accordance with Section 3.02 of the Agreement for Providing Fire Protection Services existing between CCESD No. 1 and WSVFD; and, is authorized by the Jefferson County Emergency Service District No. 4 (“JCESD No. 4”) Board of Commissioners in accordance with Section 3.02 of the Agreements for Providing Fire Protection Services existing between JCESD No. 4, LFVFD and CVFD.

PURPOSE

The parties recognize the vulnerability of the people and communities located within the jurisdiction boundaries and/or service areas of WSVFD, LFVFD and CVFD to damage, injury, and loss of life and property resulting from fires, disasters and/or civil emergencies, and recognize that fires, disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual party.

The purpose of this Agreement is to provide fire protection personnel, equipment, vehicles, apparatus, materials, and supplies to render such fire protection and emergency response services to each other as may be necessary to mitigate an emergency of a size or scope beyond the control of any party hereto acting without the assistance of the other, and the control of which therefore requires the assistance from the other.

This agreement shall have no effect on any mutual and/or automatic aid agreement(s) already in place and existing between LFVFD, CVFD and/or any other members of the Sabine-Neches Chiefs’ Association.

MUTUAL AID

This Agreement provides for mutual cooperation in emergency incident activities. Upon request from the Authority Having Jurisdiction (“AHJ”, being the party which has primary responsibility for fire protection and/or emergency services in the area involved in the incident”), the parties to this Agreement shall respond to fire related (i.e., structure fires, vehicle fires or traffic accidents) and medical related emergencies providing mutual aid to the other party, as well as medical related emergencies. The parties to this Agreement may, as available, respond with additional resources to such incidents when a request is made for mutual aid.

The parties to this Agreement recognize that mutual aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities.

AUTOMATIC AID

Additionally, the parties to this Agreement shall automatically respond to any and all fire related (i.e., structure fires, vehicle fires or traffic accidents) and medical related emergencies providing automatic aid to the other party in such areas mutually agreed to by the parties’ Fire Chiefs. Any areas in which automatic aid will be provided hereunder and agreed to by the parties’ Fire Chiefs shall be specifically designated in writing and attached to this Agreement.

TERM

This Agreement shall become effective on May 1, 2014, so long as an authorized representative of each party has executed same by said date, and shall continue in force and remain binding on each and every party through December 31, 2014. Thereafter, this Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term, unless and until such time as a party terminates its participation in this Agreement.

TERMINATION

Either party may at any time, by resolution or notice given to the other party, terminate this Agreement and decline to participate in the provision of mutual aid. The governing body of a party which is a signatory hereto shall, by official board action, give notice of termination of participation in this Agreement. Such termination shall become effective not earlier than 30 days after notice is given to the other Party.

PROCEDURES

Fire Dispatch and Response Procedures: In all mutual and automatic aid incidents, the Incident Command System (“ICS”) shall be utilized. The company officer of the first arriving resource, regardless of jurisdiction, shall assume responsibility as the initial Incident Commander (“IC”) until relieved by a company officer or chief officer of the AHJ. When appropriate, unified command shall be implemented and utilized. On incidents where unified command is

implemented, the IC shall be from the AHJ for the incident. All media inquiries will be directed through the primary IC of the AHJ.

Reponses within WSVFD Service Area: If WSVFD receives a fire or emergency related call for service, it will be notified by fire and/or 911 dispatch with an audible tone, and WSVFD personnel will advise dispatch to request mutual or automatic aid assistance from LFVFD and/or CVFD.

Reponses within LFVFD/CVFD Service Areas: If LFVFD or CVFD receives a fire or emergency related call for service, the it will be notified by fire and/or 911 dispatch with an audible tone, and LFVFD or CVFD personnel will advise dispatch to request mutual or automatic aid assistance from WSVFD.

Until released, all mutual and automatic aid units will be under the control of the primary IC of the AHJ. All orders for additional resources will be placed through the appropriate IC of the AHJ. The IC will release all supporting department(s) resources as soon as practical after the supporting party's officer in charge requests to be released.

Fire Investigation: All fires to be investigated are the responsibility of the AHJ Fire Investigation Unit ("FIU"). The supporting department(s) will make all efforts and utilize any resources necessary to assist in determining a fire cause at the request of the AHJ.

Interagency Sharing of Communication Systems: It will be necessary to operate a fire and/or emergency related operation on the VHF or 800 radio channel of the AHJ or Texas Fire 1 (Mutual Aid) as agreed upon.

Training: All resources covered by this Agreement should train together where appropriate to ensure safe and effective incident operations. Each party hereto shall bear its own costs incurred for training.

ALTERATION OF TERMS

No additions to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all parties.

ANNUAL REVIEW

The parties to this Agreement will meet prior the end of each year (i.e. December 31st) to review and, if necessary, update this Agreement. This review shall include available department firefighting resources, a review of interagency firefighting operations, and restricted or modified area dispatch changes. Either party may submit in writing to the other any proposed changes or joint review and approval.

COMPENSATION

The parties to this Agreement shall not be reimbursed or compensated by the other party for any costs incurred pursuant to this Agreement except as provided by law, applicable regulations, or upon agreement between the parties hereto.

INDEMNIFICATION AND HOLD HARMLESS

To the extent allowed by the laws of the State of Texas, each party hereto shall indemnify, defend, save and hold harmless the other parties, and their representative agents, servants, employees, and volunteer members, of and from any and all liabilities, claims, demands, debts, suits, actions and causes of action arising out of, or in any manner connected with, any alleged negligent act or omission of such indemnifying party hereunder or its agents, servants, employees, or volunteer members, done or performed pursuant to the terms and conditions hereof. The indemnification provisions shall survive the termination of this Agreement.

WAIVER OF CLAIMS AGAINST PARTIES

Pursuant to §§ 421.062-Liability Under Inter-local Contract and 791.006-Liability in Fire Protection Contract or Provision of Law Enforcement Services, Texas Government Code, the parties furnishing services under this Agreement are not responsible for any civil liability that arises from the furnishing of those services.

The parties agree that each shall be responsible for its own actions and those of its agents, servants, employees, and volunteer members while fighting fires, providing rescue services, providing emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or an amendment or supplement hereto.

It is expressly understood and agreed by the parties that neither shall be held liable for the actions of the other party or any of the other party's agents, servants, employees, and/or volunteer members while in any manner furnishing services hereunder.

IMMUNITY

No party waives or relinquishes any immunity or defense on behalf of itself, its governing body, officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

ENTIRE AGREEMENT

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection with confirmation of this Agreement.

DATE: _____

DATE: _____

Lenard Bettis
Fire Chief
Winnie-Stowell Volunteer
Fire Department

Fire Chief
Labelle-Fannett Volunteer
Fire Department

DATE: _____

Fire Chief
Cheek Volunteer
Fire Department

Exhibit H

Engine 1

Tires

Interstate (315 11-22.5) Front	2,768.42
Southern Tiremart Front (11-22.5)	2,599.54

Tanker 5

Tires

Interstate	2,769.32
2 Front New Drive Axle	
8 Caps for Rear	
Southern Tire Mart	3,395.47
Southern Tire Mart /All New	4,365.76

Med 6

Front End & Tires	2,365.15
-------------------	----------

Children Education

Mobile Concepts	840.18
-----------------	--------

Tools For Truck

T & T Tools Needed	1,515.00
T & T Tools Needed	815

Metro Fire

1 complete set Bunker Gear	1,936.00
5 complete sets Bunker Gear	13,525.00

MES

5 complete sets Bunker Gear	27,284.00
-----------------------------	-----------

Leaders

Ventilator Fans 2,995.00 E

118

Southern Tire Mart	Tires Only	1,097.95
Modica Bros.	Complete	2,272.00

Truck 4

Southern Tire Mart	Tires Only	1,052.48
Modica Bros.	Complete	2,272.00

▶♥♥♥♥▶B◀W/64117527

BEAUMONT
SOUTHERN TIRE MART
1625 E. CARDINAL (HWY 69 SOUTH)
BEAUMONT, TX

WORK ORDER #: 64117527
SUMMARY
PAGE: 1
TIME STARTED: 08:41:40

77705
409/813-8400
CUSTOMER: LABELLE-FANNETT VFD/EMS
BRUSH TRUCK #4
128298

SALESMAN: 64100
WRK ORD DATE: 04/07/14

DUE: 04/07/14

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
LT235/85R16 DESTINATION M/T BW E F135586		6	134.00		804.00
TIRE CHANGE, LIGHT TRUCK 121		6	25.00		150.00
BALANCE INC VALVE STEM, STEEL, MEDIUM TRUCK 250		6	4.95		29.70

SALES TAX: 68.78

WORK ORDER TOTAL: 1052.48

*****THIS IS NOT AN INVOICE*****
*****DO NOT PAY FROM THIS FORM*****

Printed Name: _____

*****B*W/64117527

BEAUMONT
SOUTHERN TIRE MART
1625 E. CARDINAL (HWY 69 SOUTH)
BEAUMONT, TX

WORK ORDER #: 64117527
SUMMARY
PAGE: 1
TIME STARTED: 08:41:40

77705
409/813-8400
CUSTOMER: LABELLE-FANNETT VFD/EMS
BRUSH TRUCK 118
128298

SALESMAN: 64100
WRK ORD DATE: 04/07/14

DUE: 04/07/14

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
LT245/70R17 DEST MT TLOWLPS 10P F190279		6	141.00		846.00
TIRE CHANGE, LIGHT TRUCK 121		6	25.00		150.00
BALANCE INC VALVE STEM, STEEL, MEDIUM TRUCK 250		6	4.95		29.70

SALES TAX: 72.25
WORK ORDER TOTAL: 1097.95
*****THIS IS NOT AN INVOICE*****
*****DO NOT PAY FROM THIS FORM*****

Printed Name: _____

MODICA BROTHERS TIRE CENTERS

WASHINGTON LOC #1
3615 WASHINGTON BLVD.
BEAUMONT, TX 77705
4098421794

NO # 8-25811 Page 1 of 2

Date 04/16/2014

Emp: 1-16 RB / 1-68 MB8

n Apr 16, 2014 7:29 am

**** WORK ORDER ****

Sold To: HAMSHIRE-FANNETT VOLUNTEER F
HAMSHIRE TX 77622

Ship To:

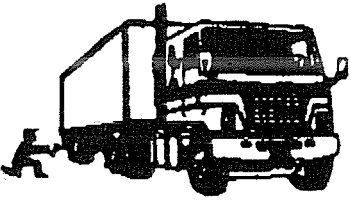
Unit#: 06 FORD F350
Vehicle: 06 FORD F350
License:
Mileage: In: 0 Out: 0
Vin#:
PO#:

Business Phone: 409-284-2481

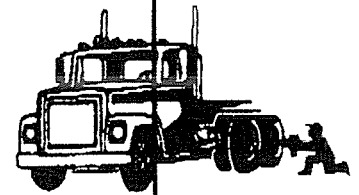
Salesman	Mechanic	Part #	QTY	Description	Parts	Labor	FEI	Total
16		200190	6.00	LT265/70R17ER TRANSFORCE A/T OWL	215.99	0.00	0.00	1301.94
16		T	6.00	FEES TIRE DISPOSAL FEE	2.50	0.00	0.00	15.00
16		DOT	1.00	NS PARTS DOT FORMS (NO CHARGE)	0.00	0.00	0.00	0.00
16		RH15F	6.00	RH ROAD HAZARD-FREE REPLACEM	30.00	0.00	0.00	180.00
16		B1400	6.00	LABOR COMPUTER BALANCE	0.00	14.00	0.00	84.00
16		TECH	1.00	TECH TECH	0.00	0.00	0.00	0.00
16		24-120	6.00	G31 17-600HP A HIGH PRES STEM 1-1/4" TR600HP	3.50	0.00	0.00	21.00
16		210	2.00	NS PARTS UPPER BALL JOINTS	109.08	0.00	0.00	218.16
16		210	2.00	NS PARTS LOWER BALL JOINTS	154.42	0.00	0.00	308.84
16		L4000	1.00	LABOR R&R FRONT END	0.00	460.00	0.00	460.00
16		A7995	1.00	LABOR ALIGNMENT	0.00	79.95	0.00	79.95
16		220BP	1.00	NS PARTS FRONT PADS	101.18	0.00	0.00	101.18
16		220	2.00	NS PARTS FRONT ROTORS	116.86	0.00	0.00	233.72
16		220BP	1.00	NS PARTS REAR PADS	101.20	0.00	0.00	101.20
16		220	2.00	NS PARTS REAR ROTORS	172.64	0.00	0.00	345.28
16		BRC	1.00	BRC FRONT & REAR BRAKE SERVICE	0.00	290.00	0.00	290.00
16		7020702	2.00	ANTIFREEZE FULL FORCE ANTIFREEZE	14.02	0.00	0.00	28.04
16		10078	1.00	#A4701 #19201 WYNN'S UNIVERSAL COOLING SY	25.95	0.00	0.00	25.95
16		RF	1.00	LABOR RADIATOR FLUSH LABOR	0.00	45.00	0.00	45.00
16		A5107	1.00	#A5107 WYNN'S MULTI-VEHICLE SYN ATF 3	85.95	0.00	0.00	85.95
16		10364	1.00	#15701 #64401 WYNN'S TRANSFORMER AT FLUS	31.95	0.00	0.00	31.95
16		TF	1.00	LABOR TRANSMISSION FLUSH LABOR	0.00	45.00	0.00	45.00
16		DF	2.00	LABOR DIFFERENTIAL FLUSH LABOR	0.00	45.00	0.00	90.00
16		10042	2.00	#11601 #64101 WYNN'S 75W-90 DIFFERENTIAL OI	42.95	0.00	0.00	85.90
16		200N	1.00	NS PARTS NC BRAKE FLUID	0.00	0.00	0.00	0.00
16		BF	1.00	LABOR BRAKE FLUSH LABOR	0.00	45.00	0.00	45.00

Att: Chef Sonnier

Total \$4,544.00



SETX INTERSTATE
TIRE & MECHANICAL ROAD SERVICE, LTD.
 7510 SAN DIEGO • BEAUMONT, TX 77708
 SHOP - 4510 WASHINGTON BLVD • BEAUMONT, TX 77707
 www.interstateroadservice.com
 Main 409-899-1116 • Fax 409-840-6449



NAME <i>LA Bell / Fire Department</i>		DATE <i>4-15-14</i>	118097
ADDRESS		P.O.#	LABOR BY
OFFICE #	CELL #	FAX # <i>796-2626</i>	LIC.#
UNIT MILEAGE			VIN#

All Drivers picking up truck must inspect all work that is complete.

				AMOUNT	
ROAD SERVICE	IN SHOP <input type="checkbox"/>	DAY <input type="checkbox"/>	AFTER HOURS <input type="checkbox"/>	CUSTOMER'S YARD <input type="checkbox"/>	0
<i>4</i> MOUNT					
<i>DISMOUNT ON REAR</i>					<i>25.00</i>
<i>2 WHEEL SWITCH MID ON STEER</i>					<i>50.00</i>
FLAT					
BALANCE					
<i>2 New 315-80R225</i>					<i>511.89</i>
<i>4 TIRE New DRIVE'S</i>					<i>378.66</i>
TUBE OR MUD FLAP					
TRUCK# <i>#1</i>					
TRAILER					
LABOR	Driver must check lugs after 50 to 100 miles on daily pre trip inspection to insure tightness.				
MILEAGE					<i>1.50</i>
				TIRE DISPOSAL	
				TOTAL MATERIAL	<i>2618.42</i>
				TOTAL LABOR	<i>150.00</i>
				SHOP & SERVICE SUPPLIES	
				FUEL SURCHARGE	
				TAX	<i>N/A</i>
				CC HANDLING FEE	
				TOTAL AMOUNT	<i>2768.42</i>

DOT ON:

CAP ON:

DOT OFF:

CAP OFF:

TIME START

TIME END

Axle nut and lug nuts torque inspection

By:

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that you will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. All drivers must do pre-trip inspection after all work has been complete to insure tightness of any lugs, filters, etc. No guarantee on used tires and rims. We are not liable for manufacturer's defects or warranties on parts or tires causing damages to any vehicle.

Pay from this Copy - No other invoice to Follow

AUTHORIZED BY: (PRINT)

TERMS - NET 30 DAYS

▶♥♥♥♥▶B◀W/64117527

BEAUMONT
SOUTHERN TIRE MART
1625 E. CARDINAL (HWY 69 SOUTH)
BEAUMONT, TX

WORK ORDER #: 64117527
SUMMARY

PAGE: 1

TIME STARTED: 08:41:40

77705
409/813-8400

CUSTOMER: ESTIMATE

ENGINE 1

128298

SALESMAN: 64100

WRK ORD DATE: 04/07/14

DUE: 04/07/14

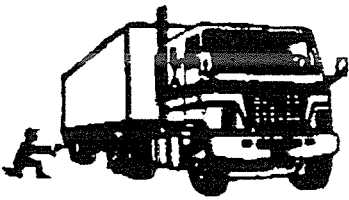
PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
FET	_____	-6	29.39		-176.34
FET	_____				
11R22.5 FS820 16P	_____	2	347.00	29.39	752.78
F241252	_____				
11R22.5 T831 RADIAL ST H	_____	4	370.00	29.39	1597.56
F281557	_____				
TIRE CHANGE, MEDIUM TRUCK	_____	6	30.00		180.00
120	_____				
VALVE STEM, STEEL, MEDIUM TRUCK	_____	6	7.95		47.70
250	_____				

SALES TAX: 197.84

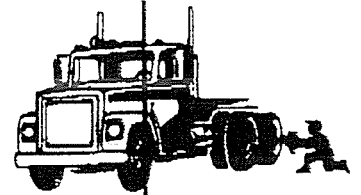
WORK ORDER TOTAL: 2599.54

*****THIS IS NOT AN INVOICE*****
*****DO NOT PAY FROM THIS FORM*****

Printed Name: _____



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 7510 SAN DIEGO • BEAUMONT, TX 77708
 SHOP - 4510 WASHINGTON BLVD • BEAUMONT, TX 77707
 www.interstateroadservice.com
 Main 409-899-1116 • Fax 409-840-6449



NAME LA Bell / Fire Department		DATE 4-15-14	118096	
ADDRESS		P.O.#	LABOR BY	
OFFICE #	CELL # 284-2461	FAX #	LIC.#	
UNIT MILEAGE			VIN#	

All Drivers picking up truck must inspect all work that is complete.					AMOUNT		
/	ROAD SERVICE	IN SHOP <input type="checkbox"/>	DAY <input checked="" type="checkbox"/>	AFTER HOURS <input type="checkbox"/>	CUSTOMER'S YARD <input type="checkbox"/>	35 00	
8	MOUNT					25.00	200 00
	DISMOUNT	All ON REAR					
	WHEEL SWITCH						
2	M/D Both ON front steer					25.00	50 00
	BALANCE						
2	New STEER TIRE 11R22.5					389.66	779 32
8	TIRE NEW REARS DRIVES					210.00	1680 00
	TUBE OR MUD FLAP						
	TRUCK#						
	TRAILER	TANKER #5					
	LABOR	Driver must check lugs after 50 to 100 miles on					
	MILEAGE	daily pre-trip inspection to insure tightness.				1.50	

	TIRE DISPOSAL	
	TOTAL MATERIAL	2459 32
	TOTAL LABOR	285 00
	SHOP & SERVICE SUPPLIES	
	FUEL SURCHARGE	25 00
	TAX	N/A
	CC HANDLING FEE	
	TOTAL AMOUNT	0769 32

DOT ON: _____

CAP ON: _____

DOT OFF: _____

CAP OFF: _____

TIME START	TIME END	Axle nut and lug nuts torque inspection	By: _____
------------	----------	--	-----------

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that you will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. All drivers must do pre-trip inspection after all work has been complete to insure tightness of any lugs, filters, etc. No guarantee on used tires and rims. We are not liable for manufacturer's defects or warranties on parts or tires causing damages to any vehicle.

Pay from this Copy - No other invoice to Follow

AUTHORIZED BY: (PRINT) _____

TERMS - NET 30 DAYS

▶♥♥♥♥▶B◀W/64117527

BEAUMONT
SOUTHERN TIRE MART
1625 E. CARDINAL (HWY 69 SOUTH)
BEAUMONT, TX

WORK ORDER #: 64117527
SUMMARY
PAGE: 1
TIME STARTED: 08:41:40

77705
409/813-8400
CUSTOMER: ESTIMATE
TANKER T5
128298

SALESMAN: 64100
WRK ORD DATE: 04/07/14

DUE: 04/07/14

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
FET	_____	-10	29.39		-293.90
FET	_____	2	347.00	29.39	752.78
11R22.5 FS820 16P F241252	_____	8	370.00	29.39	3195.12
11R22.5 T831 RADIAL ST H F281557	_____	10	30.00		300.00
TIRE CHANGE, MEDIUM TRUCK 120	_____	10	7.95		79.50
VALVE STEM, STEEL, MEDIUM TRUCK 250	_____				

SALES TAX: 332.26

WORK ORDER TOTAL: 4365.76

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*****DO NOT PAY FROM THIS FORM*****

Printed Name: _____

▶④④④④▶B/W/64117527

BEAUMONT
SOUTHERN TIRE MART
1625 E. CARDINAL (HWY 69 SOUTH)
BEAUMONT, TX

77705

409/813-8400

CUSTOMER: LABELLE-FANNETT VFD/EMS

~~BRUSH TRUCK #4~~

128298

Order 5

WORK ORDER #: 64117527
SUMMARY

PAGE: 1

TIME STARTED: 08:41:40

SALESMAN: 64100

WRK ORD DATE: -04/07/14

DUE: 04/07/14

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
FET		-2	52.83		-105.66
FET		2	466.00	52.83	1037.66
315/80R22.5 FS820 20PL		8	230.00		1840.00
F233874		10	30.00		300.00
11R22.5 BDM W/CSG		10	7.95		79.50
S388BDM					
TIRE CHANGE, MEDIUM TRUCK					
120					
VALVE STEM, STEEL, MEDIUM TRUCK					
250					

SALES TAX: 243.97

WORK ORDER TOTAL: 3395.47

*****THIS IS NOT AN INVOICE*****
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Printed Name: _____

COURTESY CHECK

Quote
Med 6

Year 03 Make Ford Model F350 Mileage _____

Hubcap Missing Y N Windshield Cracked Y N Scratch/Dent Y N

TIRES AND TIRE SERVICES

TIRE SIZE:	32nd's	PSI IN	PSI OUT	SPEED RATING			WHY RECOMMENDED
				ACC	SUG	REQ	
LR	32						
RR	32						
RF	32						
LF	32						
SP	32						

INSPECTED BY: _____

Flat Repair Position: _____

MAINTENANCE SERVICES

INSPECT	VISUAL			INSPECT	VISUAL		
	ACC	SUG	REQ		ACC	SUG	REQ
WIPER BLADES				OIL LEVEL			
HEAD LIGHTS				POWER STR. FLUID LEVEL			
MINI LIGHTS				MASTER CYL. FLUID LEVEL			
AIR FILTER				BELTS <input type="checkbox"/> "V" <input type="checkbox"/> SERP			
VENT FILTER				TIMING BELT			
COOLANT LEVEL / FLUSH				COOLANT HOSES			
WASHER FLUID				POWER STEERING HOSE			

ALIGNMENT ACC SUGGEST

STEERING AND SUSPENSION

INSPECT	VISUAL		
	ACC	SUG	REQ
DINT			
FRONT ARM			
REAR ARM			
STEERING SHOCK			
CONTROL ARM SHOCKS			
DRIVE SHAFTS			
AXLE PINNALS			
WHEEL BEARINGS			
WHEEL END SHOCKS			
WHEEL JOINTS			
STEERING ASSEMBLY			
LOWER CONTROL ARMS			
UPPER CONTROL ARMS			
WHEEL JOINTS			
DRIVE SHAFTS			
WHEEL ENDS			

TORQUE _____ LBS. 1st Signature _____ 2nd Signature _____

ESTIMATE

DESCRIPTION	PARTS	LABOR
Outer Tie Rods #16620045	66.48	84.50
Inner Tie Rod #493200624	193.28	45.00
Inner Tie Rod #		
Upper BS's #15632438	62.52	360.00
Lower BS's #16624891	66.48	69.95
Alignment	226.64	
Front Shocks #56664321		50.00
	M/S 39.95	
	TRAC 56.04	
	1764.80	
235/85/16 (E) Transforce H/T (6x)		
↑ INSTALLED	1100.35	
Also needs Tire Quote.	2365.15	
MS CHARGES		

BRAKES FRONT

INSPECT	VISUAL		
	ACC	SUG	REQ
FRONT PADS			
FRONT CALIPERS			
FRONT ROTORS			
WHEEL HOSE(S)			

BRAKES REAR

INSPECT	VISUAL		
	ACC	SUG	REQ
REAR SHOES/PADS			
REAR CALIPERS/WHEEL CYL.			
REAR DRUMS/ROTORS			

SALES TAX _____
TOTAL _____



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

April 8, 2014

To Whom It May Concern:

Please be advised that the Labelle- Fannett Volunteer Fire Department is a volunteer fire company and ambulance service that provides fire, ambulance and emergency services to the Labelle/ Fannett and Cheek communities.

Please do not hesitate to contact me if I may be of further assistance.

Best Regards,

Deputy Rod Carroll, CPA



Mobile Concepts by Scotty
 48 Bessemer Road
 Mount Pleasant, PA 15666-9136
 724-542-7640 Fax 724-542-7648
www.MobileConcepts.com
Chris@MobileConcepts.com

Quote

Date: 02/28/2014

BILL TO:		SHIP TO:	
Philip Sonnier LaBelle Fannett Volunteer Fire Dept. 12880 Hwy 365 Beaumont, TX 77705 409-626-2112		Philip Sonnier LaBelle Fannett Volunteer Fire Dept. 12880 Hwy 365 Beaumont, TX 77705 409-626-2112	
Qty	Model	Description	Price
2		Case of Chauvet Smoke Fluid	\$290.00
2		Fantistic Vents	\$336.00
1		Elixir Vent for Control Room	\$70.18
Subtotal			\$696.18
Shipping & Handling			\$144.00
Balance Due			\$840.18

THANK YOU FOR YOUR INTEREST IN MOBILE CONCEPTS!

Wild Land Gear



QUOTE

Number

71000-0

GROESBE
1745 Parana Dr.
Houston, TX 77060-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

Manfield
1501 Heritage Pkwy
Suite 103
Manfield, TX 78063
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan
South Houston, TX 77587
(713) 475-2411 Phone
(713) 475-2428 Fax

Quote Date

04/18/2014

Page

1

Bill to: LABELLE-FANNETT VOL FIRE DEPT
18769 FARM ROAD 365
BEAUMONT, TX 77705

Ship to: LABELLE-FANNETT VOL FIRE DEPT
7322 PATTERSON ROAD
BEAUMONT, TX 77705

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO		
LAB001	scnnier	THOMAS FOWLER				
	Entered By	POB	Ship Via	Texas		
	THOMAS FOWLER	CUSTOMER PAYS FREIGHT	UPS GROUND	NET 30 DAYS		
	Quantity	U/M	Item #	Description		
Order Ship Back				Price	Extension	
1	1	0	EA TEC-SUSBUTTONS	ADD 8 POINT SUSPENDER BUTTONS TO PANTS	10.0000	10.00
1	1	0	EA TEC-XL1TLGR	TECGEN COAT TAN L1 LG REG CHEST SIZE 41-44 SLEEVE LENGTH 38	213.0000	213.00
1	1	0	EA TEC-XP1TLG34	TECGEN PANTS TAN L1 LG WAIST 35-38 INSEAM 34	189.0000	189.00
1	1	0	EA TEC-XOLETR	ADDITIONAL LETTERS	2.0000	2.00
1	1	0	EA APW-805HB	HIGH BACK 8 POINT 36" SUSPENDERS FOR HIGH BACK PANTS	31.0000	31.00
SubTotal					445.00	

Total 445.00

QUOTE GOOD FOR 45 DAYS



QUOTE

Number	71260-0
Quote Date	03/23/2014
Page	1

Corporate
1745 Parana Dr.
Houston, TX 77080-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
1501 Heritage Pkwy
Suite 103
Mansfield, TX 76063
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan

South Houston, TX 77587
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: LABELLE-FANNETT VOL FIRE DEPT
18769 FARM ROAD 365
BEAUMONT, TX 77705

Ship to: LABELLE-FANNETT VOL FIRE DEPT
7322 PATTERSON ROAD
BEAUMONT, TX 77705

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO	
LAB001		THOMAS FOWLER			
Entered By	FOB	Ship Via	Terms		
THOMAS FOWLER	CUSTOMER PAYS FREIGHT		NET 30 DAYS		
Quantity	U/M	Item #	Description	Price	Extension
Order	Ship	Back			
1	1	0	EA LAK-BA2205K COAT OSX BATTALION ADVANCE KHAKI IN COLOR STANDARD SIZES	626.0000	626.00
1	1	0	EA LAK-BA2305K PANT OSX BATTALION ADVANCE KHAKI IN COLOR STANDARD SIZES	479.0000	479.00
	1	0	EA COS-CMF24D-11.0 VULCAN STRUCTURAL FIREFIGHTING BOOT SIZE 11.0 D	334.0000	334.00
1	1	0	ea BUL-UST6-RED TRADITIONAL FIBERGLASS HELMET RED / 4" FACESHIELD	251.0000	251.00
1	1	0	EA SHE-5228L COWHIDE FIREFIGHTER GLOVE NFPA BLUE LARGE KOALA TANNED NO WRISTLET. FIRE RETARDENT. HEAT RESISTANT. GAUNTLET STYLE	71.0000	71.00
1	1	0	EA MAJ-PACII-NOMEX-BLACK 21" 100% NOMEX 2 PLY HOOD BLACK IN COLOR NOTCHED SHOULDER	34.0000	34.00
1	1	0	ea BUL-SEWN SEWN LEATHER FRONT 4,5,6"	59.0000	59.00
1	1	0	EA RBF-911M-RD OVERSIZED GEAR BAG	52.0000	52.00

SubTotal 1,906.00

ESTIMATED FREIGHT 30.00

Total 1,936.00

*Breakdown
Gear*

QUOTE GOOD FOR 45 DAYS



QUOTE

Corporate
1745 Parana Dr.
Houston, TX 77080-7115
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
1501 Heritage Pkwy
Suite 103
Mansfield, TX 76063
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan
South Houston, TX 77587
(713) 475-2411 Phone
(713) 475-2428 Fax

Number	71544-0
Quote Date	04/01/2014
Page	1

Bill to: LABELLE-FANNETT VOL FIRE DEPT
18769 FARM ROAD 365
BEAUMONT, TX 77705

Ship to: LABELLE-FANNETT VOL FIRE DEPT
7322 PATTERSON ROAD
BEAUMONT, TX 77705

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO		
LAB001	SONNIER	THOMAS FOWLER				
Entered By	FOB	Ship Via	Terms			
THOMAS FOWLER	CUSTOMER PAYS FREIGHT	UPS GROUND	NET 30 DAYS			
Quantity	U/M	Item #	Description	Price	Extension	
5	5	0	ea BUL-UST6-BLK	TRADITIONAL FIBERGLASS HELMET BLACK / 4" FACESHIELD	220.0000	1100.00
5	5	0	EA COS-CMF14D-10.5	TITAN STRUCTURAL FIREFIGHTING BOOT SIZE 10.5 D	300.0000	1500.00
5	5	0	EA MAJ-PACII-NOMEX 3 PLY	21" 100% NOMEX 3 PLY HOOD RED IN COLOR NOTCHED SHOULDER	42.0000	210.00
5	5	0	EA JSC-XGLOVE-W-L	ALPHA X - LARGE WRISTLET CUFF	65.0000	325.00
5	5	0	EA RBF-911M-RD	OVERSIZED GEAR BAG	42.0000	210.00
5	5	0	EA MET-BUNKER GEAR	SPEC 8105	1204.0000	6020.00
5	5	0	EA MET-BUNKER GEAR	SPEC 7914	763.0000	3815.00
5	5	0	ea BUL-SEWN	SEWN LEATHER FRONT 4,5,6"	59.0000	295.00

SubTotal 13,475.00

ESTIMATED FREIGHT 50.00

Total 13,525.00

QUOTE GOOD FOR 45 DAYS

Telephone: 800-784-0404
 Fax: 281-442-9199



LABELLE-FANNETT VFD
 18769 FM 365
 BEAUMONT, TX 77705

Contact:
 Phone:

LABELLE-FANNETT VFD
 18769 FM 365
 BEAUMONT, TX 77705

Number: QT_00264421-1
 Date: 4/1/2014
 Page: 1 of 1
 Sales order:
 Requisition: AP75
 Your ref.:
 Our ref.: Istephens
 Quotation deadline.....: 5/31/2014
 Payment.....: Net 30
 Sales Rep: RPowell
 Terms of delivery: Customer Pays
 Freight-NOT Taxable

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
AP-2140204200302	AIR PAK 75, 4.5, CBRN QUIC CONNECT E-Z FLO+ REGULATOR, DUAL EBSS (BUDDY BREATHING), FACTORY INSTALLED PAK-TRACKER PASS DEVICE, BOX TWO UNITS PER CARTON			5.00	EA	4,100.00	20,500.00
804721-01	CYL&VLV ASSY,CARB,30MIN,4500			5.00	EA	682.35	3,411.75
201215-05	AV3000 HT, KEVLAR HEADNET, SIZE MEDIUM, RIGHT SIDE COMM BRKT			5.00	EA	256.56	1,282.80
201275-01	EPIC 3 VOICE AMPLIFIER INDIVIDUAL			5.00	EA	378.53	1,892.65
1052-206-000	Backplate, clips, short footplate & PHS strap			5.00	EA	39.54	197.70

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.

*5 sets
Bunker
Gear*

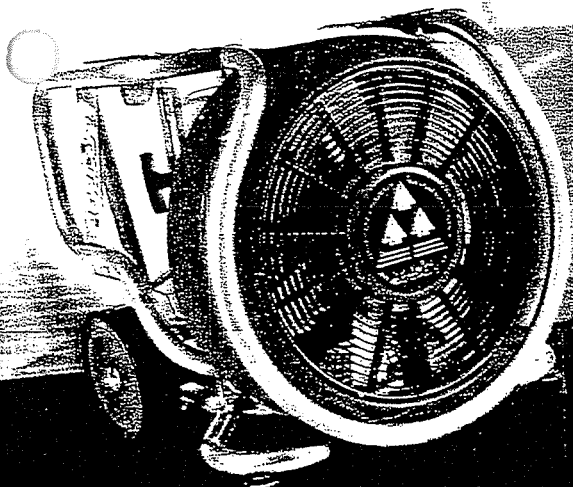
Sales balance Total discount S&H Sa Total
 27,284.90 0.00 0.00 0.00 27,284.90 USD

Easy Pow'Air Technology

VENTILATORS

ELECTRIC, WATER AND GASOLINE DRIVEN

- ➔ Straight stream air flow
- ➔ Position at any distance
- ➔ Powerful & Compact
- ➔ Easier to use



\$2,995.00
Each.

LEADER

Tomorrow's technology today



**LEADER
FIRE PRODUCTS
PRICE LIST
May 2013**
www.LeaderNorthAmerica.com

Part	Model	Description	CFM	Dimensions (in.)			LBS	MSRP
				Height	Width	Depth		
GASOLINE POWERED VENTILATORS								
160.10.054	MT225H	18" Value Ventilator w/4.0hp Honda GX120	14,590	22 1/2	21 2/3	17 1/5	63.9	\$1,900
160.10.057	MT236H	18" Ventilator w/5.5hp Honda GX180	17,376	21 2/3	21 2/3	19 1/3	92.6	\$2,670
160.10.060	MT240H	18" Ventilator w/6.5hp Honda GX200	20,272	21 2/3	21 2/3	19 1/3	94.8	\$2,878
160.10.051	MT245H	24" Ventilator w/6.5hp Honda GX200	22,412	28 2/5	28 2/5	24 2/5	114.6	\$3,680
160.10.055	MT260H	24" Ventilator w/9.0hp Honda GX270	24,750	28 2/5	28 2/5	24 2/5	141.1	\$4,450
160.10.048	MT280H	24" Ventilator w/13.0hp Honda GX390	27,982	30 2/3	28 2/5	28 2/5	152.1	\$5,150
160.10.045	MT296V	24" Ventilator w/16.0hp Vanguard <small>305442011481K1001</small>	30,070	30 2/3	28 2/5	24 2/5	164.0	\$6,500
ELECTRIC POWERED VENTILATORS								
163.10.032	EDS230	18" 1.5hp Electric Direct Start Single Speed GFCI Compatible 15amp 115v 60hz	12,107	21 5/8	21 3/4	19 5/8	77.5	\$2,438
163.10.033	EDS230-2	18" 2hp Electric Direct Start Single Speed GFCI Compatible 20amp 115v 60hz	13,658	21 5/8	21 3/4	19 5/8	86.0	\$2,582
163.10.031	EVS230	18" 1.5hp Electric Variable Speed GFCI Compatible 15amp 115v 60hz	12,157	21 5/8	21 3/4	19 5/8	79.8	\$2,998
WATER POWERED VENTILATORS - Brass Motor								
161.00.032	MH236W	18" Ventilator - Water Drive 1.5" F NHT inlet & 1.5" M NHT outlet	24,432	21 2/3	21 2/3	19 1/3	86.0	\$3,850
161.00.033	MH260W	24" Ventilator - Water Drive 1.5" F NHT inlet & 1.5" M NHT outlet	30,615	28 2/5	28 2/5	24 2/5	113.0	\$4,950
VENTILATION TOOLS								
163.20.017	V-BOX	V-BOX Red Cube for PPV TO NPV Conversion Kit						\$980
163.20.014	V-BOX Duct	V-BOX Air Duct - 16.5' long (5 Meters) x 20" (400mm) diameter						\$650
S02.00.000	Leader Block	LEADER BLOCK - Smoke Controler Curtain						\$996
020.00.209	Strike	STRIKE Tool - Window Breaker						\$750
020.00.115	TelePole	Telescopic "Pike" Pole						\$618
160.20.141	DoorStop Set	Door Stop Holder with 5 Door Stops						\$130
160.20.134	DoorStop	Door Stop - Individual unit without holder						\$10
LEADER STOP BLANKET								
S01.01.008	STOP	LEADER STOP BLANKET 581sq feet for car fire (no cabinet, no Gloves)						\$2,790
S01.01.011	STOP P-KIT	LEADER STOP BLANKET KIT P 581sq feet for car fire + Bag + Gloves						\$3,206
S01.01.007	STOP C-KIT	LEADER STOP BLANKET KIT C 581sq feet for car fire + Cabinet + Gloves						\$3,198
TRAINING DOOR								
P22-210-92	SP-1	Training Door for Forcible Entry Tools						\$5,830
P22-210-OPT	DoorFrame	Portable Frame for Training Door Opt.						\$976
LARGE FOAM GENERATORS								
130.30.050	Alpha Box	High Expansion Foam Generator - Stainless Steel						\$3,038
130.30.056	HF+	High Volume Foam Generator - Stainless Steel						\$3,420
PIERCING FOG NOZZLE								
111.15.003	NP-Nozzle	Narrow fog Piercing nozzle						\$330
111.15.004	WP-Nozzle	Wide fog Piercing nozzle						\$350
111.15.005	N-Hammer	Hammer for Piercing nozzle						\$350

Specifications & pricing herein supersede all previous specification and prices prior to the date of this document. Subject to change without notice.

FIRE FIGHTING

LEADER

HIGH PERFORMANCE, ROBUST, COMPACT AND EASY-TO-USE

EDGE POWER/Air Technology

Designed with the operator's safety in mind



Robust



1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

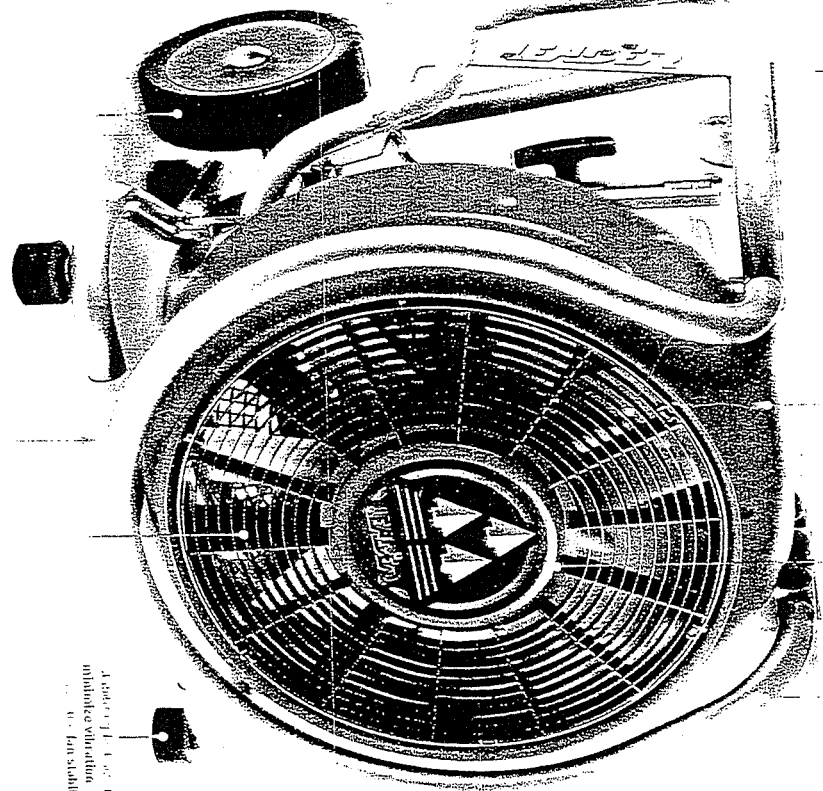


Compact for easy vehicle storage



1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

The five advantages that make the difference

Total effectiveness between 3 and 20 feet distance. Easy Power Air fans give attack crews much more room for manoeuvring.

3 to 20 feet

Low noise level for fire-crews as the fan is further away. Decrease is 4dB per 6.5 feet distance.

4B

Unparalleled performances validated by tests made according to ANZA 240 standard.

Automatic tilt: when raised, the carrying handle automatically positions the fan to optimal tilt. Fine adjustment of the tilt angle between -10° and +20° is also possible.

Ventilating of landings made easy: the possibility of moving the fan back, combined with maximum tilt, makes ventilation possible in special situations. Release door zips, and high zippers, 1 metre zank steps.

13 to 20 feet



Products designed and manufactured by LEADER
6-year warranty, parts and labor

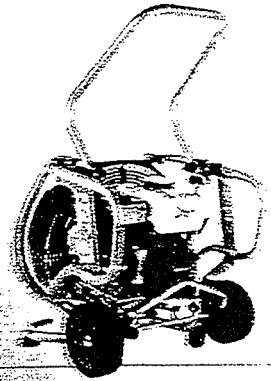
Easy Pow Air GASOLINE DRIVEN

| MODEL | OPEN AIR CFM** | AMCA AIRFLOW | RUNNING TIME | ENGINE | SIZE* (inch) | DIMENSIONS (W x H x D - inch) | WEIGHT (lbs) | REFERENCE |
|--------|----------------|--------------|--------------|--------------------------|--------------|-------------------------------|--------------|------------|
| MT 225 | 18,423 | • | 1h40 | GX 120 = 4 hp (3.5 hp) | 18 | 21.65 x 22.44 x 17.32 | 63.9 | 160.10.054 |
| MT 236 | 26,129 | 17,671 | 2h10 | GX 160 = 5.5 hp (4.8 hp) | 18 | 21.65 x 21.65 x 19.29 | 92.6 | 160.10.057 |
| MT 240 | 29,224 | 20,272 | 2h00 | GX 200 = 6.5 hp (5.5 hp) | 18 | 21.65 x 21.65 x 19.29 | 94.8 | 160.10.060 |
| MT 245 | 30,135 | 22,425 | 2h00 | GX 200 = 6.5 hp (5.5 hp) | 24 | 28.35 x 28.35 x 24.41 | 114.6 | 160.10.051 |
| MT 260 | 42,260 | 24,768 | 2h00 | GX 270 = 9 hp (8.4 hp) | 24 | 28.35 x 28.35 x 24.41 | 141.1 | 160.10.055 |
| MT 280 | 50,147 | • | 1h20 | GX 390 = 13 hp (11.7 hp) | 24 | 28.35 x 28.35 x 24.41 | 152.1 | 160.10.048 |

*inlet size

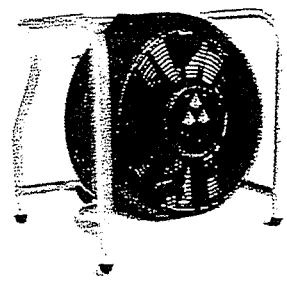
**engine powers indicated:
 • engine SAE J1349 before 2007
 • engine SAE J1349 since 2007

HONDA
 GX Engine
 Fuel LEADER
 Easy Pow Air
 Gasoline
 Driven Fans

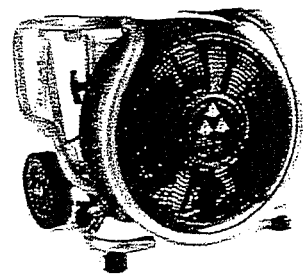


SERIES

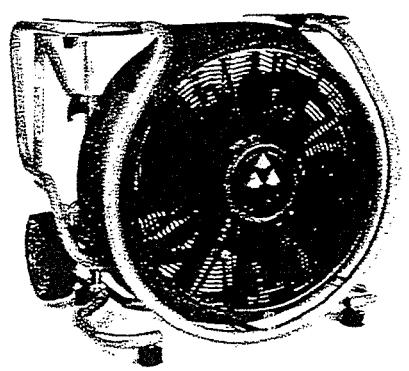
MT 225 Model



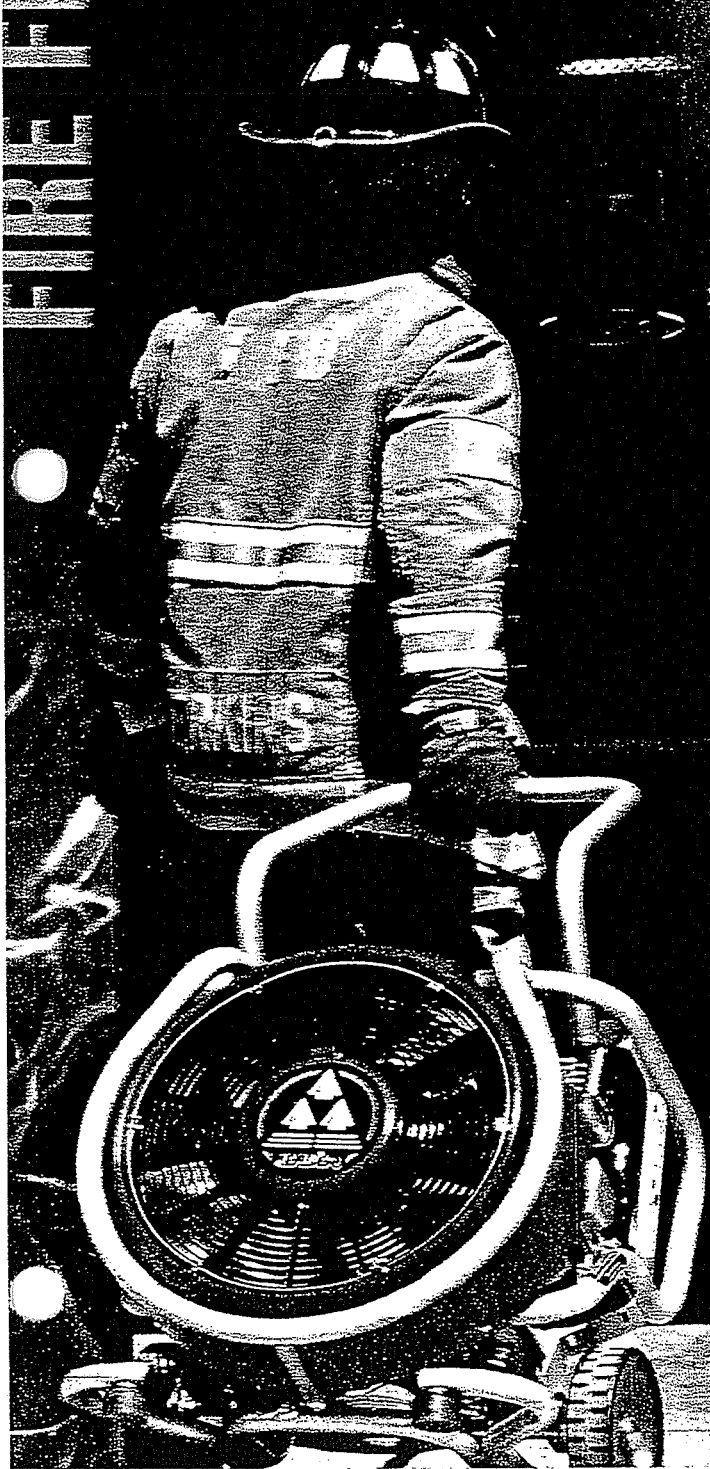
MT 236, MT 240, EDS 230, EVG 230 and MH 236 Models



MT 245, MT 260, MT 280, and MH 260 Models



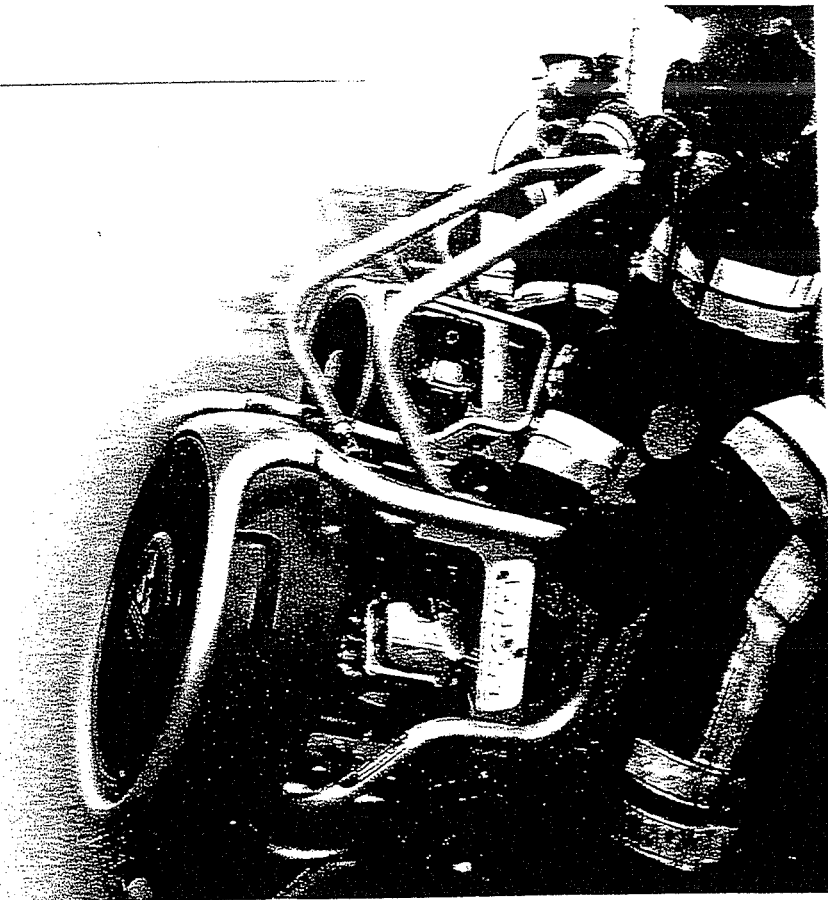
FIRE FIGHTING



Easy Pow'Air Technology

UNEQUALLED PERFORMANCE

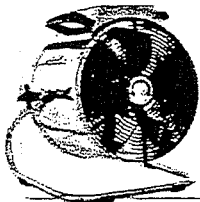
Developed and measured
in our Test Center and
validated via tests complying
with the AMCA 240 standard.
See www.LeaderNorthAmerica.com



Easy Pow'Air ELECTRIC (115 V / 60 Hz)

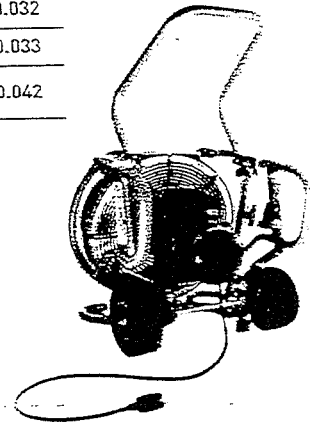
| MODEL | OPEN AIR
CFM*** | AMCA
AIRFLOW | MOTOR | SIZE*
(inch) | DIMENSIONS
(W x H x D - inch) | WEIGHT
(lbs) | REFERENCE |
|--------------|--------------------|-----------------|--|-----------------|----------------------------------|-----------------|------------|
| EDS 230 | 14,203 | 12,107 | 1.5 hp single speed | 18 | 21.65 x 21.65 x 19.29 | 77.5 | 163.10.032 |
| EDS 230-2** | 16,050 | 13,658 | 2 hp single speed | 18 | 21.65 x 21.65 x 19.29 | 86 | 163.10.033 |
| EVG 230-GFCI | 14,254 | 12,157 | 1.5 hp with GFCI
variable speed drive | 18 | 21.65 x 21.65 x 19.29 | 79.5 | 163.10.042 |

** Requires a 20 Amp breaker. * Inlet size



Ideal back-up ventilation for firefighter protection
SR 460 Relay Auxiliary Ventilation

| MODEL | OPEN AIR
CFM*** | MOTOR | SIZE*
(inch) | DIMENSIONS
(W x H x D - inch) | WEIGHT
(lbs) | REFERENCE |
|--------|--------------------|-------------------------------------|-----------------|----------------------------------|-----------------|------------|
| SR 460 | 6,504 | 0.5 hp with
variable speed drive | 16 | 22.5 x 21.25 x 16.60 | 37.4 | 163.00.018 |



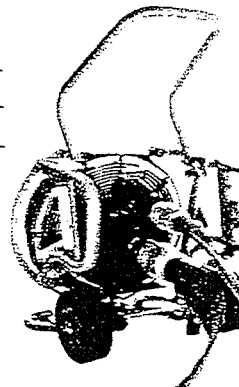
Easy Pow'Air WATER DRIVEN

| MODEL | OPEN AIR
CFM*** | MOTOR
(Brass) | SIZE*
(inch) | DIMENSIONS
(W x H x D - inch) | WEIGHT
(lbs) | REFERENCE
(NHT - fittings) |
|--------|--------------------|------------------|-----------------|----------------------------------|-----------------|----------------------------------|
| MH 236 | 24,432 | 9 hp water motor | 18 | 21.65 x 21.65 x 19.29 | 86 | in 1.5" F / out 2" M: 161.00.030 |
| MH 260 | 30,615 | 9 hp water motor | 24 | 28.35 x 28.35 x 24.41 | 113 | in 1.5" F / out 2" M: 161.00.031 |

- Maximum water flowrate: 163 gpm.
- Maximum water pressure: 150 PSI.
- Mister attachment as standard.

* Inlet size

*** Given airflows were achieved in open air. Weights are given with the empty tank.
Running times are given as an indication and may vary depending on the conditions of use.
CFM = Cubic Feet per Minute.



INSULATED telescopic PIKE-POLE

Extendable, fiberglass **pike-pole**, insulated to resist up to 20 000 volts.
Can be locked at any length.

Diameter: 1.5 inch.
Length: Closed 7.2 feet / Fully extended 12.65 feet
Weight: 6.6 lbs.
Ref: 020.00.115



FOAM ADAPTER

Transforms the fan into a **high-expansion foam generator**.
Attaches in seconds!

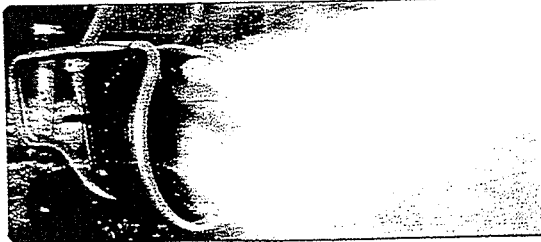
Operates with a traditional in line 43 gpm inductor.
Expansion ratio from 400 to 800.
Adapter-Ref: **160.20.105** (Accepts 1.5" NST Male hose) for:
MT225 / EDS 230 / EVS 230 / MT 236 / MH 236 models.
Adapter-Ref: **160.20.116** (Accepts 1.5" NST Male hose) for:
MT 245 / MT 260 / MH 260 models.



MISTER

This option offers the possibility of **faster, more effective cooling**.

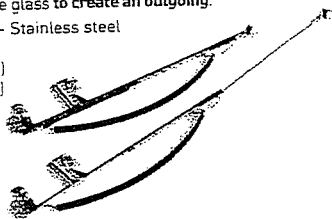
Flow-rate 3.5 gpm at 7-bar. Inlet accepts 1.5" NST Female hose
Mister for EDS 230 / EVS 230 / MT 236 / MT 245 / MT 260: Ref: **160.20.104**



LEADER Strike GLASS WINDOW BREAKER

Positioned to the side of a window, shielded from escaping smoke and hot gasses in case of explosion, the operator thwarts the steel cube against the glass to create an **outgoing**.

Weight: 3.1 kg (8.3 lbs) - Stainless steel
Length:
- folded up 1.2 m (3.9 ft)
- Unfolded 1.7 m (5.6 ft)
Can be used from ground ladders and aerial apparatus.
Ref: **160.20.209**



'DOOR-BLOCK' WEDGE

Can be placed in different positions on a door so as to keep it open

Ref: **160.20.112**

Ref: **160.20.134**



EXHAUST EXTENSION

Complies with DIN 14-572 standard. Allows exhaust gases to be vented outside the area where the fan is operating or away from the fan's air suction zone, limits the induction of gases such as CO. Several can be connected together to extend.

Length: 6.2 feet | Ref: **160.20.012**
Diameter: 2 inch



DISCHARGE AND EXTRACTION DUCT

A plus in complex operations.
• 230 & 236 models: Ref: **160.20.101**
• 245, 260, 280, 296 models: Ref: **160.20.113**



LEADER Cat - CO REDUCER

Catalytic Exhaust Converter reducing up to 80% of the CO produced by Honda GX160 and GX200 engines
Ref: **160.20.142**



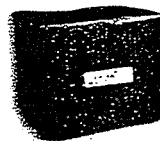
HOUR METER / TACHOMETER

Displays the engine's rotation speed and the number of hours the equipment has been in operation (only with petrol-engined fans). Ref: **2002040**



PROTECTIVE COVER

Cover for 230/236 fans: Ref: **160.20.017**
Cover for 245/260/280/296 fans: Ref: **160.20.097**



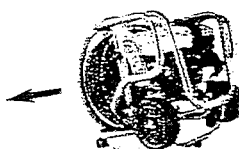
PROP FOR DOWNWARD VENTILATION

This option makes it possible to tilt the fan down [-10°] for ventilation of semi-basements.

Weight: 1.1 lbs.
Stainless steel tubing

Ref: **160.20.108** for models : 245, 260 and 280

Ref: **160.20.130** for models : 230 and 236

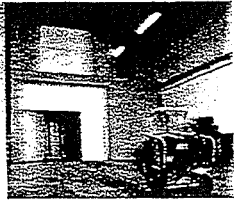




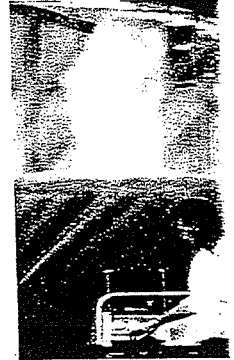
LEADER

RESEARCH AND DEVELOPMENT

A creative but meticulous Design Department to develop the equipment you will need tomorrow.



- > A multidisciplinary design staff to develop and produce innovative equipment to meet the needs of the profession.
- > Design work carried out in partnership with well-known fire departments, industries, universities and research laboratories.
- > Testing equipment specifically adapted to the needs of product development and performance validation:
 - Water and high expansion foam test installation (4,300 ft²)
 - Ventilation test installation (4,300 ft²)



MANUFACTURE



- > Specialized production workshops.
- > A continuous improvement organization whose purpose is to guarantee customer satisfaction through control of product conformity.

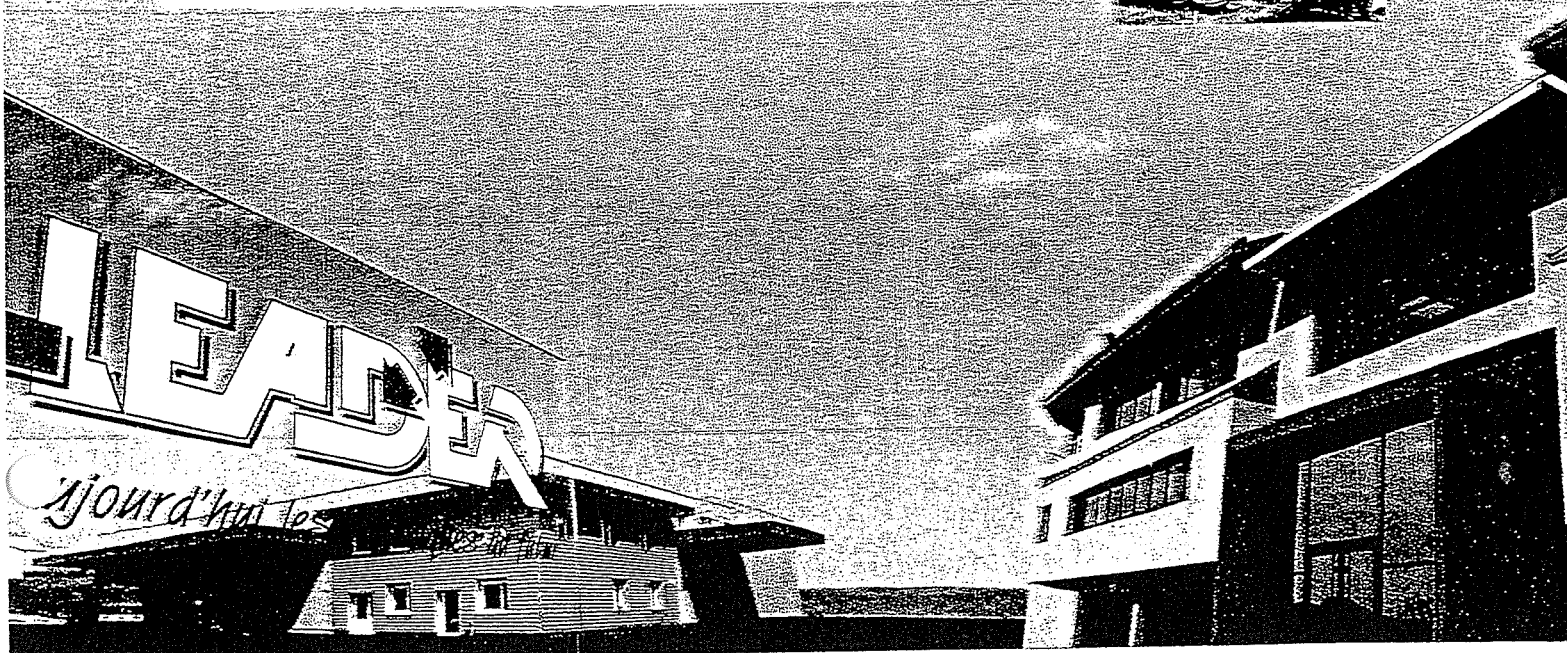
AFTER-SALES SERVICE



- > A permanent stock of spare parts enabling to carry out rapid repair work.
- > A team to advise you on setting up and using your equipment.
- > A telephone help line. 800-358-6414

TRAINING

- > Can be organized to suit your needs. Our training courses enable you to maintain your equipment in a safe state for use.





LEADER

always in touch with our clients
to design the products you will need in the future

LEADER NORTH AMERICA Inc.

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info@leadernorthamerica.com

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info@leader-gmbh.de

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Tel.: +33 (0) 2 35 53 05 75 - Fax: +33 (0) 2 35 53 16 32
info@leader-group.eu

LEADER GROUP UK LTD

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Tel.: +44 (0) 151 334 0202 - Fax: +44 (0) 151 346 1057
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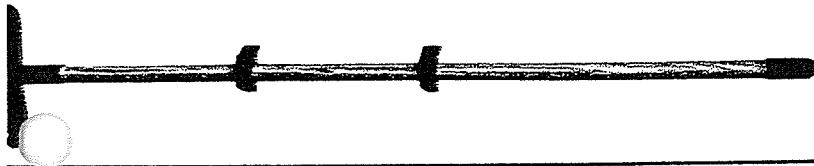
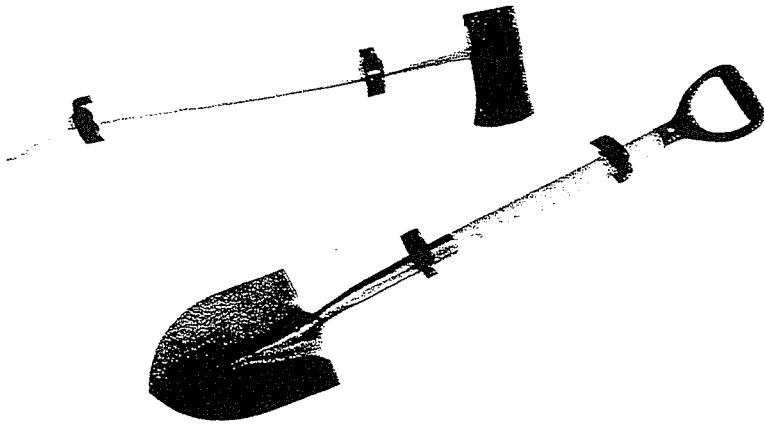
Part of the Genetech group



Quick Fist®

One Piece Rubber Clamp

Vehicle Tool & Equipment Mounts



Original QUICK FIST® Clamp

- Holds objects 1" to 2.25" (25 to 57mm) in diameter.
- Each clamp supports a safe working load of 25lbs (11 kilos).
2 clamps support 50lbs (23 kilos).
- Mounts easily with one #10 bolt or screw.
- Mounting area: 2 1/2" x 3/4" (64x19mm).
- 24 per carton.

\$3.50 ea.

item #10011



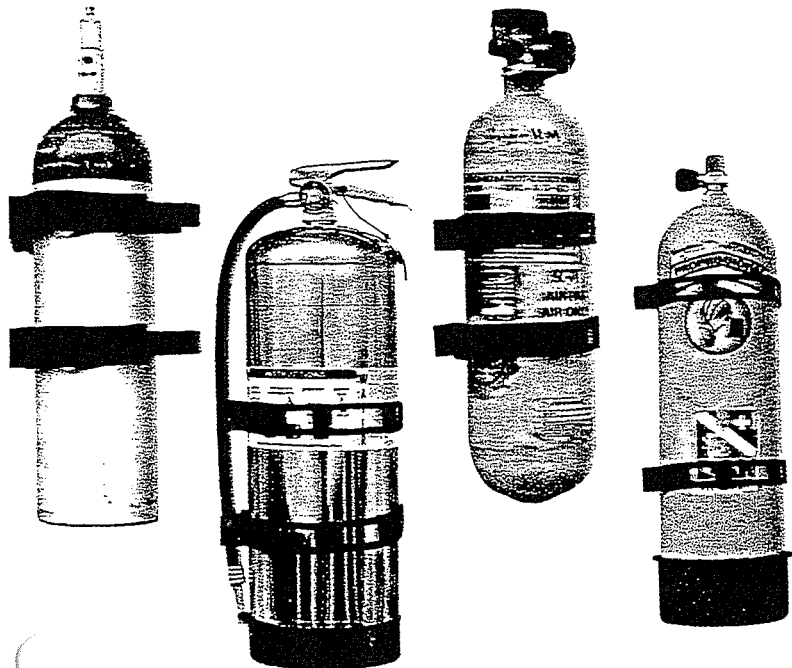
Original QUICK FIST

Mounts: Hand tools like shovels, axes, pike poles from 1" to 2.25" dia.
Safe Working Load: 25 lbs.



D Cell

QUICK FIST clamps are made of heavy duty transportation grade rubber and are not affected by hot or cold climates and are UV resistant.
Works great on emergency vehicles, work or off road trucks, military, atv's or boats.



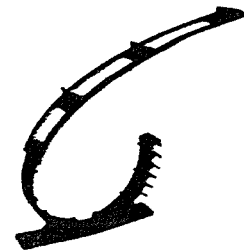
SUPER QUICK FIST® Clamp

- Holds objects from 2.5" to 9.5" (64 to 240mm) in diameter.
- Each clamp supports a safe working load of 50lbs (23 kilos).
2 clamps support 100lbs (45 kilos).
- Mounts with three #10 bolts or screws.
- Mounting area: 6" x 7/8" (152 x 22mm).
- 12 per carton.

\$8.77 ea.

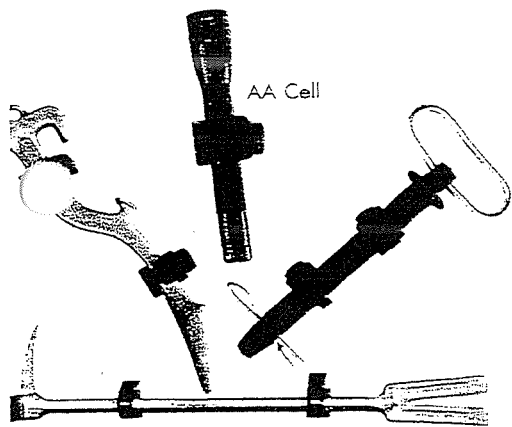
item #20022

SUPER QUICK FIST
Mounts: Any cylinder from 2.5" to 9.5" dia.
Safe Working Load: 50lbs



End of the Road, inc.

Made in USA
US and Worldwide patents pending
UK Patent 2403262



MINI QUICK FIST® Clamp

- Holds objects from 5/8" to 1 3/8" (16 to 32mm) in diameter.
- Each clamp supports a safe working load of 25lbs (11 kilos). 2 clamps support 50 lbs (23 K).
- Mounts easily with one #10 bolt.
- Mounting area: 1 1/2" x 1 1/2" (38 x 38mm)
- 24 per carton.

\$2.50 ea.

item #30052

MINI QUICK FIST

Mounts: Small tools, hallagan bars, crow bars from .62" to 1.3" dia.
Safe Working Load: 25lbs



QUICK FIST XL® Clamp

- Two 14" (356mm) separate straps hold round objects up to 15" (381mm) in diameter.
- Holds equipment measuring up to 28" (711mm) in linear distance.
- Each clamp supports a safe working load of 150lbs. (68 kilos) with a break-strength of 300lbs. (176 kilos). Two clamps support 300lbs with a break-strength of 600lbs (272 kilos).
- Each half of the clamp mounts with four #10 screws or bolts.
- Mounting Area: 2" x 2" (51 x 51mm)
- 12 sets per carton.

\$9.95 ea. set

item 60022

QUICK FIST XL

Mounts: Jaws of life, Indian sprayers, heavy equip. up to 15" in dia. or 28" in linear measurement.
Safe Working Load: 150lbs



NOZZLE QUICK FIST® Clamp

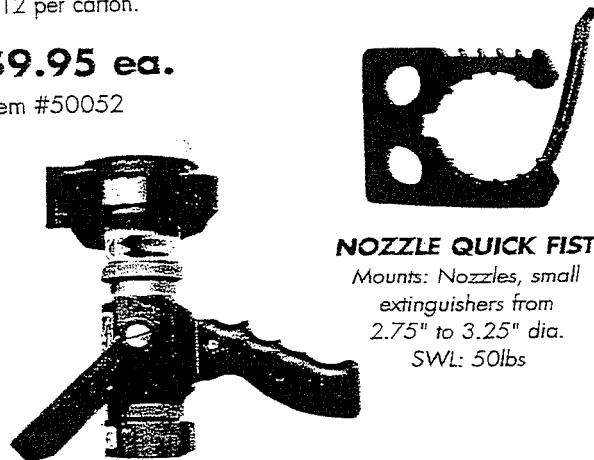
- Holds objects from 2 3/4" to 3 1/4" (70 to 83mm) in diameter.
- Each clamp supports a safe working load of 50lbs (23 Kilos).
- Mounts easily with one 1/4" (6mm) bolt or screw.
- Mounting area: 4 1/2" x 1 1/4" (113 x 32mm)
- 12 per carton.

\$9.95 ea.

item #50052

NOZZLE QUICK FIST

Mounts: Nozzles, small extinguishers from 2.75" to 3.25" dia.
SWL: 50lbs



QUICK FIST® LONG ARM CLAMP

- Holds objects from 1/2" to 4.5" (13 to 114mm) in diameter.
- Each clamp supports a safe working load of 50lbs (23k). Break strength is 120lbs (55k).
- Mounts easily with two 1/4" (6mm) bolts or #14 wood or sheet metal screws, plus washers.
- 12 per carton

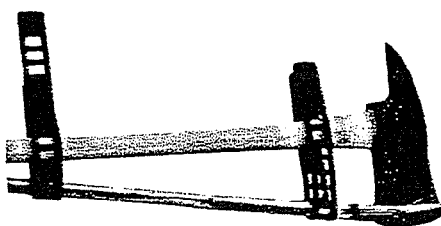
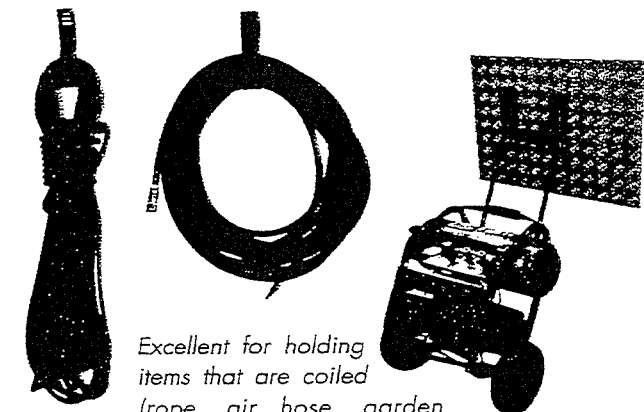
\$7.98 ea.

item #40022

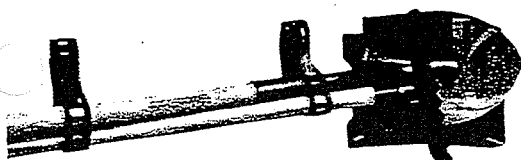
QUICK FIST LONG ARM CLAMP

Mounts: items that coil, multiple tools, things with a handle from .5" to 4.5" dia. Safe Working Load: 50lbs

Excellent for holding items that are coiled (rope, air hose, garden hose, steel cable). It also holds multiple tools, equipment with a handle.



Hallagan and Axe combination



Easily holds multiple tools.

Excellent for containing things with a handle, like air compressors, portable pumps, hose winders.

Quick Fist® CLAMPS Tool Mounting Assortment

**42 QUICK FIST Clamps in 5 Different
Sizes in One Convenient Package!**

Contents:

- 8 MINI QUICK FIST clamps (item 30052) @ \$2.50 each
- 20 QUICK FIST clamps (item 10011) @ \$3.50 each
- 6 SUPER QUICK FIST clamps (item 20022) @ \$8.77 each
- 4 NOZZLE QUICK FIST clamps (item 50052) @ \$9.95 each
- 4 Long Arm QUICK FIST clamps (item 40022) @ \$7.98 each

\$199.95
item #90099

Save ~~\$14.39~~ over
ordering individually

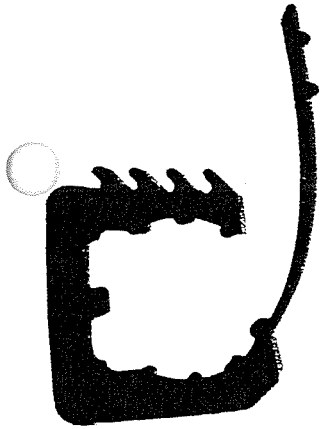
All the QUICK FIST Clamps to Mount Tools
& Equipment for One Truck in One Carton

GO-BETWEEN QUICK FIST® Clamp

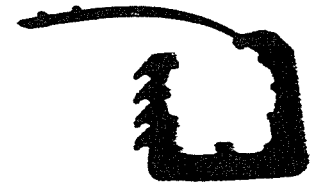
- Holds tools and equipment from 1 3/4" to 2 7/8" (44 to 73mm) in diameter.
- Each clamp supports a safe working load of 50lbs, with a break-strength of 150 lbs.
- Mounts with two 1/4" bolts or screws.
- Mounting area: 1" X 3.5" (25 x 89 mm)

\$8.95 ea.

item #80011



- Ideal for securing 2" pike poles
- Battering rams • Nozzles
- Pipe • Struts



GO-BETWEEN Quick Fist

Mounts: large pike poles, battering rams,
nozzles, pipe, struts from 1 3/4" to 2 7/8"
dia. Safe working load: 50 lbs.

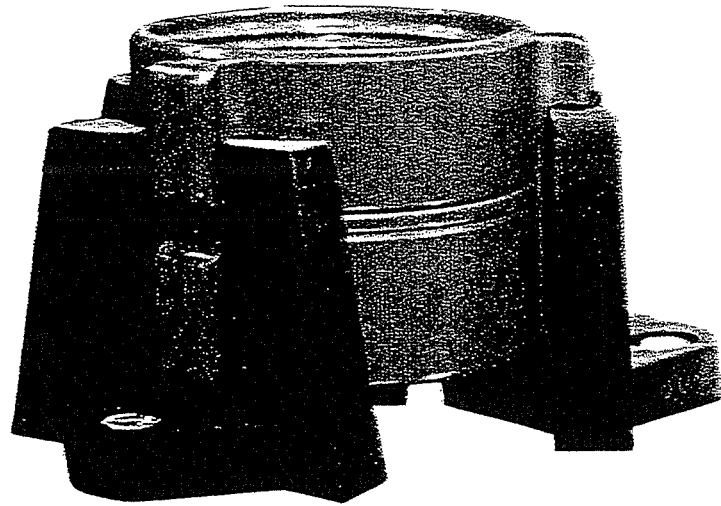
QUICK FIST clamps and NFPA Standard 1901

Southwest Research Institute (www.swri.edu) has tested the QUICK FIST clamps and all products meet the 9-G force standard when the weight of the item being held by the clamp does not exceed the following loads:

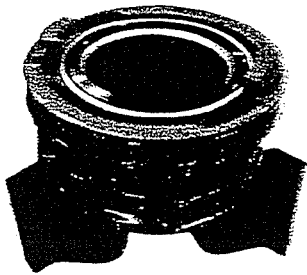
| Item# | Product | Non crew areas
Safe Working Load* | | | Crew areas
Max. weight | | |
|-------|------------------------------|--------------------------------------|----------------------|------------------------|---------------------------|----------------------|------------------------|
| | | One
Clamp
Lbs | Two
Clamps
Lbs | Three
Clamps
Lbs | One
Clamp
Lbs | Two
Clamps
Lbs | Three
Clamps
Lbs |
| 30052 | MINI QUICK FIST® Clamp | 25 | 50 | | 5 | 10 | |
| 10011 | ORIGINAL QUICK FIST® Clamp | 25 | 50 | | 5 | 10 | |
| 20022 | SUPER QUICK FIST® Clamp | 50 | 100 | | 15 | 30 | |
| 40042 | LONG ARM Quick Fist® Clamp | 50 | 100 | | 15 | 30 | |
| 50052 | NOZZLE QUICK FIST® Clamp | 50 | 100 | | 15 | 30 | |
| 60022 | QUICK FIST XL® Clamp | 150 | 300 | | 50 | 100 | |
| 80011 | QUICK FIST® Go-Between Clamp | 50 | 100 | | 15 | 30 | |
| 41272 | HELMET WEDGE® Clamp | - | - | 60 | - | - | 10 |

*50% of the break strength

New QUICK FIST® HOSE ADAPTOR Clamp



- Now you can mount all of your hose adaptors for fast and easy access.
- Quickly see and remove the exact adaptor you need.
- Adaptors are mounted by its lugs. They slide in and out.
- Works on long handle style, and by turning the clamps 90° degrees will hold a Storz adaptor, as well.
- Each clamp mounts with two 1/2" bolts or screws.
- Made of heavy duty transportation grade rubber for long life.



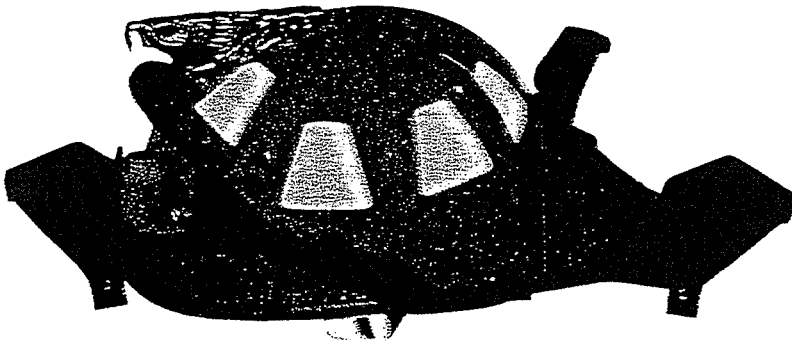
The QUICK FIST Hose Adaptor Clamp can also be used to mount a Storz adaptor by turning the clamps 90°.

QUICK FIST clamps are not affected by extreme hot or cold climates, and are UV resistant.

\$45.00 for a
Carton of 12 Clamps
item #70011

Now You Can Hang Your Hat Securely for Only \$24.95

*Designed to securely hold helmets with a front
and rear brim of at least 3/4" depth*

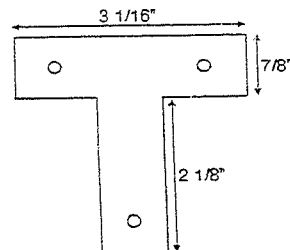


New HELMET WEDGE® Clamp

- Made of heavy duty transportation grade rubber.
- Not affected by hot or cold climates.
- UV, salt and chemical resistant.
- Each HELMET WEDGE clamp mounts with three 1/4" screws or bolts and washers (not provided).

\$24.95 per set
of three clamps
item #41272

HELMET WEDGE® Clamp
Mounting Area



Meets NFPA
Standard 1901



A set of 3 Helmet Wedge Clamps
mounts one helmet

End of the
Road, inc.

Made in USA
US and Worldwide patents pending

2212 Dortch Ave., Nashville, TN 37210, US • 615.828.2600 • fax 615.661.6413 • www.endroad.com

Quick Fist Rubber Tie Down Belt

Significantly Stronger, Wider and more weather resistant than Bungee Cord!

NEW

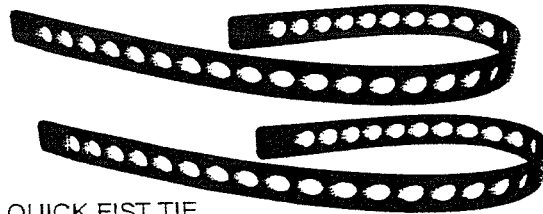
38" L x 1 1/2" W x 1/4" D (965x38x6mm) Belt that Secures Equipment

- Not Affected by Hot or Cold Climates.
- UV Resistant.
- Two Belts (or more) Can Be "Buttoned" Together to almost double its length with the Enclosed Connector.
- Two Ways to Install (Both Are Included): With Hooks for Existing Attachment Points or With Bolt-on Mounting Posts.
- For Use on Work and Emergency Vehicles, Off Road & Military Trucks, ATVs and Boats.



Product Number 11075:

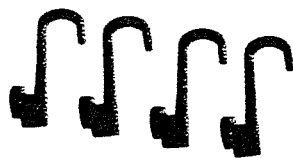
\$28.95



2 QUICK FIST TIE DOWN BELTS



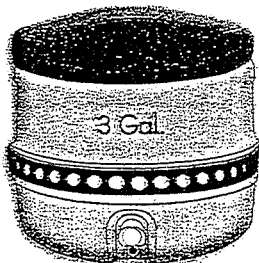
4 MOUNTING POSTS



4 HOOKS



1 CONNECTOR



End of the Road, inc.

Made in USA
US and Worldwide Patents Pending
UK patent 2403262