

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON FRIDAY, 19TH DAY OF DECEMBER, 2008 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, AND JAMES OLSEN.

- 1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
- 2. PRAYER BY JUDGE DAVENPORT
- 3. PLEDGE OF ALLEGIANCE
- 4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

MOTION TO APPROVE ITEMS 5-6 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

- 5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF DECEMBER 8, 2008
- 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR

REGULAR AGENDA ITEMS

- 7. MOTION TO APPROVE LIFTING THE BURN BAN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
- 8. MOTION TO APPROVE YEAR END REPORT PRESENTED BY BILL SPAE OF THE NAVARRO COUNTY EMERGENCY SERVICE DISTRICT #1 BY HOLT SEC BY OLSEN **TO WIT PG 321-383**
ALL VOTED AYE MOTION CARRIED
- 9. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 12th DAY OF DECEMBER 2008.

JUDGE HM DAVENPORT *H.M. Davenport*
 COMR.PCT. 1 KIT HERRINGTON *Kit Herrington*
 COMR.PCT. 2 FAITH HOLT *Faith Holt*
 COMR.PCT. 3 DAVID "BUTCH" WARREN *David Warren*
 COMR.PCT. 4 JAMES OLSEN *James Olsen*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 19, 2008.

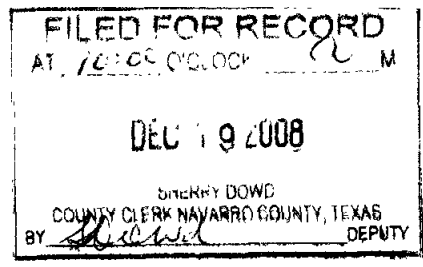
SIGNED 12th DAY OF JANUARY 2009.

Sherry Dowd
 SHERRY DOWD, COUNTY CLERK

By: *Julie Ferguson*



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NAVARRO COUNTY EMERGENCY SERVICES DISTRICT #1

PRESENTATION TO NAVARRO COUNTY COMMISSIONERS COURT

FRIDAY, DECEMBER 19, 2008

Navarro County ESD #1 was formed in 2007 by a certified election under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code.

Commissioners for the Navarro County Emergency Services District #1 (herein referred to as ESD) were appointed by the Navarro County Commissioners Court in December of 2007 and sworn in January 2008.

On June 9th, 2008 a presentation was made to the Navarro County Commissioners Court to provide an update on the activities of the ESD up to that time. A copy of that presentation is attached.

At the end of that presentation, future actions by the ESD for the remainder of 2008 were communicated. They were:

- Review needs assessments and budgets for VFDs.

- **Begin funding allocation based on tax collector estimates.**
- **Establish process and procedures for VFDs and ESD for communication, funding, and continuing development.**

The ESD is pleased to report to the Court that each of the stated future actions has been accomplished along with several other important milestones.

The ESD completed meetings with the VFDs along with a complete review of their needs and previous budgets and/or expenses.

The ESD received estimates of funding from the Navarro County tax appraisal office and with this data completed a 2008-2009 budget for the ESD. A copy of this budget is attached.

The ESD, utilizing information and guidance from SAFE-D, other ESDs, and our attorneys, completed a contract template to utilize with the VFDs and reviewed this draft contract with each VFD who currently responded within the District. Adjustments, where appropriate, were made to the document.

A meeting with those VFDs who chose to participate in the ESD was held at which agreement as to

specific response areas was reached between the cooperating VFDs of Kerens, Powell, and 287 R/C and the ESD. The response area map is attached. The 911 system will be updated reflecting the new response area within the ESD.

Lastly, the cooperating VFDs executed their contract with the ESD.

The contracts include, but are not limited to, the following specific requirements:

- VFDs must complete specific required training.
- VFDs must provide monthly financial and fire response reports that will be reviewed by the ESD.
- VFDs will be reimbursed for qualified expenses only.
- VFDs must meet minimum equipment maintenance and upkeep standards.
- VFDs must maintain and update asset inventories.
- VFDs must establish, implement, and adhere to specific Standards of Operations for all departmental operations.

- VFDs must provide mutual cooperation to other VFDs as needed and required by their Navarro County agreements.

The ESD and the Kerens, Powell, and 287 R/C VFDs have established a productive and constructive working relationship that will benefit all of the taxpayers of the ESD as well as those in the County where mutual aid is needed and supported by the District VFDs.

While these contracts and first year funding will be of great benefit to the VFDs, the continued support and funding of the VFDs by the Court and the cities of Powell and Kerens is recommended and encouraged. There is simply not sufficient experience under the ESD to determine if the first year funding will be sufficient to support the known and unknown needs of the VFDs.(District taxpayers will be paying County taxes that fund VFDs not within the District while the District VFDs will be responding outside of the District as required by their County mutual aid agreements).

In addition, the ESD requested an ordinance that would require residential developers within the ESD to install water tanks in the development to provide an additional water supply for the VFDs since neither

full water hydrants or dry hydrants are required and in a number of cases would not work properly if installed. A copy of the ordinance is attached. This ordinance will only apply to new developments. However, the ESD is sending a letter to all Homeowners Associations within the ESD along with the water tank data to encourage them to install a water tank in their subdivision.

For the benefit of the Court, the ESD would also recommend that a member or members of the Court attend the State Association of Fire and Emergency Districts(SAFE-D) 8th annual conference to be held Jan. 29-31, 2009 in Austin, TX. Information and registration forms are attached. SAFE-D has waived registration fees for County Judges and Commissioners.

This conference will help members of the Court to better understand the operation of an ESD as well as the systems and procedures the Court may need to support other ESDs that may be formed within Navarro County..

The ESD would also like to remind the Court that two ESD Commissioners terms will expire at the end of 2008. Commissioner David Foreman has informed the ESD that, if reappointed, he is willing to serve

another term as a Commissioner. Commissioner Bill Spae will not ask for reappointment to another term. To replace Commissioner Spae, the ESD recommends Mr. Ralph Block as an ESD Commissioner candidate. The Court has received a short bio on Mr. Block previously. The ESD feels that Mr. Block's background in business, his experience with passive fire protection systems, and his residence inside the ESD more than qualify him to be a Commissioner of the ESD. We encourage the Court to appoint M. Ralph Block to fill Commissioner's Spae's position.

Thank you for this opportunity to update you on the first year's progress and accomplishments of your Navarro County ESD # 1.

**NAVARRO COUNTY EMERGENCY SERVICE DISTRICT #1
PRESENTATION TO NAVARRO COUNTY COMMISSIONERS
COURT**

MONDAY JUNE 9, 2008

Navarro County ESD #1 was formed in 2007 by a certified election under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code.

Commissioners for the Navarro County Emergency Services District #1 (herein referred to as ESD) were appointed by the Navarro County Commissioners Court in December of 2007 and sworn in January 2008.

The first meeting of the Commissioners of the ESD took place on January 6, 2008.

Since the first meeting of the ESD, the Commissioners have taken the following actions:

- Orientation of Commissioners by Jimmy Woodland of the ORCA office was completed in January 2008, as required.
- Officers were elected and they are:

Jay Petty	President
Bill Spae	Vice President
Harrison Sloan	Treasurer

David Foreman	Asst. Treasurer
Frank Steed	Secretary

- Monthly meeting dates were established to take place on the third Saturday of each month.
- A meeting place/office was established at the Powell Bank, Powell, Texas. The ESD mailing address is PO Box 2, Powell, TX 75153.
- A working capital fund and depository was set up at the Powell Bank.
- ESD Commissioners attended the SAFE D Training Conference in Houston on February 21-23, 2008. The commissioners received the required training on the Open Meeting Rules and Public Information Act.
- Tax collection contract was set up with Navarro County Tax Collector.
- Met with the chief appraiser for Navarro County Appraisal District and filed appropriate paper work to set tax rate and budget.
- Established logo, business cards, letterhead and other administrative procedures and needs.
- Hired a local attorney, Terry Jacobsen, as attorney of record for the ESD.
- Set up appropriate insurance coverage for the ESD through VFIS.

- Attended the SAFE D strategic planning and safety work shop in Waco on May 3, 2008.
- Met with various VFDs for informational purposes.
- Requested budget and needs assessment from each VFD to begin budgeting process.

FUTURE ACTION – REMAINDER OF 2008

- Review needs assessments and budget from VFDs.
- Begin funding allocation based on tax collector estimates.
- Establish process and procedures for VFDs and ESD communication, funding, and continuing development.

Budget 2008-2009

Approximate Tax Income: 100% Collection 104,592.46

Estimated Tax Collection: 90% 94,132.80

ESD Administration Budget

ESD Contingency Fund:	20,082.80.00
Various ESD Insurance:	2,000.00
Legal Fees:	7,500.00
Tax Appraisal Fee:	1,700.00
Tax Collection Fee:	500.00
Annual Audit:	500.00
Office Supplies:	1,000.00
Training and Education:	2,000.00
Loans/Debt Service:	4,100.00

TOTAL 39,382.80

VFD Budgets

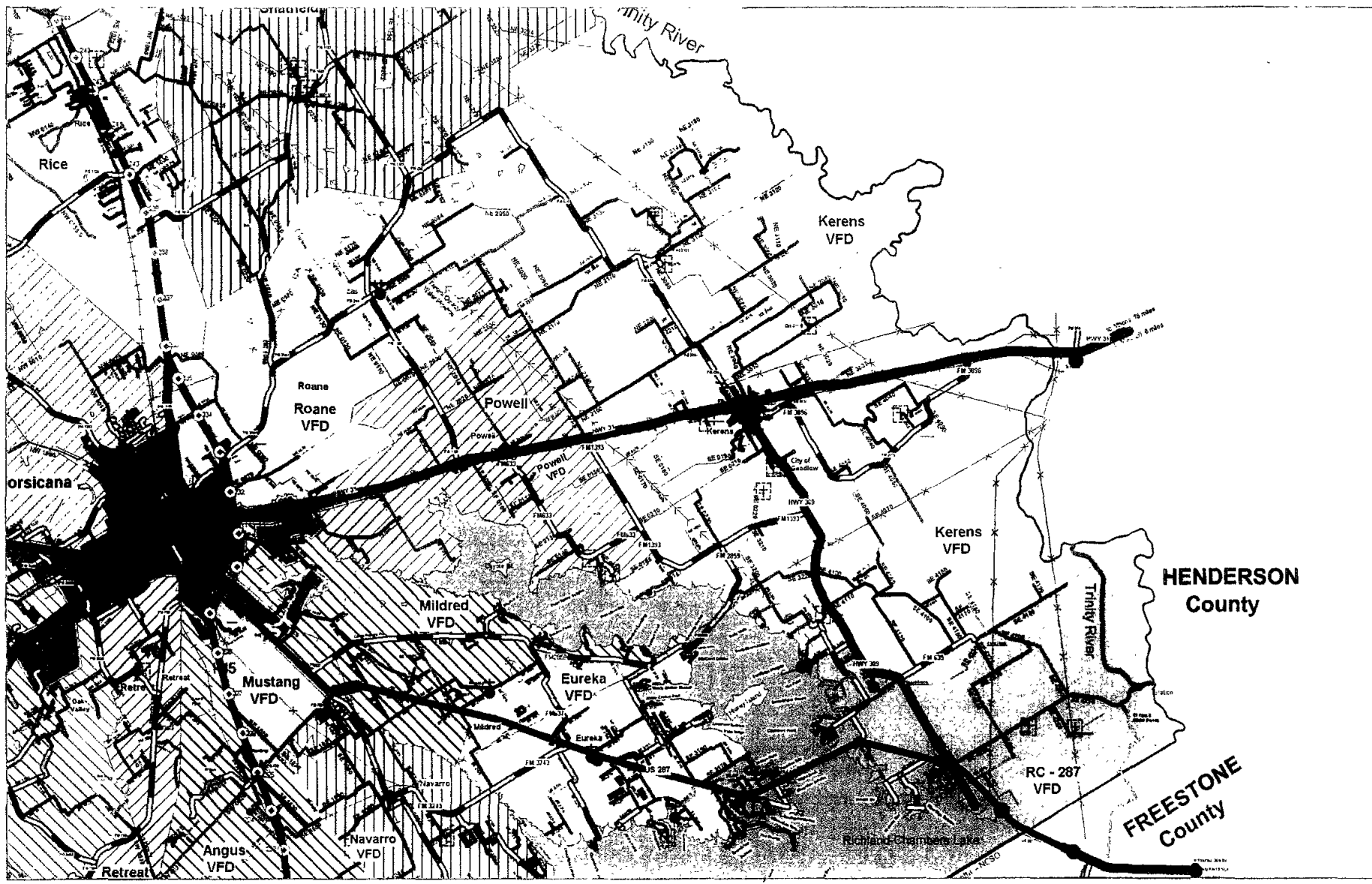
Kerens VFD:	35,000.00
Powell VFD:	10,000.00
287 R/C VFD:	10,000.00

TOTAL 55,000.00

TOTAL BUDGET 2008 – 2009: \$94,382.80

Any funds left over in a line item will go into the Contingency Fund.

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HENDERSON
County

FREESTONE
County

THE STATE OF TEXAS
COUNTY OF NAVARRO

AGREEMENT FOR FIRE
PROTECTION AND MUTUAL AID
IN FIRE PROTECTION
EMERGENCIES

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the mutual promises set out in this document, the Navarro County Emergency Service District #1 ("ESD" or the "District") and 287 R/C Fire and Rescue (the "Department"), agree as follows:

I. **Term and Termination.** The initial term of the Agreement shall begin at 12:01 a.m. on December 1, 2008 and shall end at 12:00 midnight on September 30, 2009. Subsequent terms, if any, shall commence at 12:01 a.m. on October 1 and shall end at 12:00 midnight on September 30, to coincide with the District's fiscal year. In the event that both District and the Department desire to renew this Agreement, the Department shall submit its budget and request for funds for subsequent years no later than August 1 of the year preceding the fiscal year for which funds are being requested. If it would become unduly burdensome for any Party to continue performing this Agreement, any Party shall have the option to terminate this Agreement upon sixty (60) days written notice to the other Party.

II. **Department's Obligations.**

A. During the term of this agreement the Department shall provide equipment and volunteers necessary to afford fire protection to the area shaded on the attached Exhibit "A", which is incorporated herein by reference for all purposes. The aforesaid equipment includes such equipment that has been purchased by the Department with District funds and entrusted to the Department, together with such other equipment, if any, owned by the Department prior to

October 1, 2008 and currently possessed by the Department during the term of this agreement. The District recognizes that the Department is operated by volunteers. The District also recognizes that the Department may provide fire protection services to areas other than those shown on Exhibit A.

B. While this agreement is in effect, the parties agree that all property currently under the control of the Department or acquired for the benefit of the Department will be considered the property of the Department. In the event that this agreement is terminated or not renewed upon the expiration, title to all property purchased with District funds shall revert to the District upon expiration or termination. If any property purchased with District funds is found, by the ESD, to be improperly treated or maintained, the District shall provide the Department with written notice of such improper treatment or maintenance and shall give the Department 30 days to correct the problems. If the Department fails to timely correct the problems, the District may re-acquire the property and remove it from the premises of the Department.

C. Department shall refund to ESD, within fifteen (15) days after ESD request, any money paid to Department by ESD which ESD determines has resulted in an over-payment to Department or has not been spent strictly in accordance with the terms of this contract.

- D. Department shall submit the following reports to ESD:
 - 1. Within ten (10) days following the end of each monthly reporting period, the Department shall submit a report of receipts and expenditures. This report shall indicate the budget account against which each receipt is to be credited and each expenditure is to be charged. In addition to the financial activities, the monthly report shall include a narrative report including, as a minimum, the number of response to fires, estimates of losses caused by fire, the number of volunteers responding to each call, number of medical assist calls, the number of volunteers responding to each medical assist call, the number of volunteers participating in each fire training session,

the number of volunteers participating in other training, the number of fire prevention or other inspections, the number of participants in fire prevention classes, and any other significant activity. Thereafter, ESD shall reimburse Department, subject to the terms of this Agreement.

2. Within one-hundred-twenty (120) days after the end of the fiscal year, the Department shall provide a complete financial report showing all financial data, statements and administrative report giving the total of all activities of the year. The Financial report shall be prepared by an independent certified public accountant or public accountant or other qualified person as approved by the District.

E. In addition, the Department shall, in accordance with state law, work to create and maintain the following programs:

1. Establish, implement and maintain a formalized training plan (preferably computerized) to record and maintain initial, refresher and recurring certifying training for the safe handling of Hazardous Materials IAW Code of Federal Regulations 29 CFR § 1910.120, including specifically Hazmat Awareness training;
2. Establish, implement and maintain a formalized training plan (preferably computerized) to record and maintain initial, refresher and recurring certifying training IAW IFSTA and Homeland Security Standards for the following areas:
 - Basic Fire Fighting Certifying Requirements
 - Recurring Fire Fighting Certifying Requirements
 - Safety in fire vehicle apparatus for normal and emergency operation (Driving and equipment operation skills)
 - The Principles and policies set forth in the Navarro County Resolution regarding the National Incident Management System ("NIMS").
3. Establish, implement and maintain a comprehensive plan (preferably computerized) to certify and keep certified related fire tools, apparatus, vehicles and equipment IAW/NFPA Standards.
4. Establish, implement and maintain Standard of Operations (SOP's) (preferably computerized) for departmental operations for firefighting and first responder (if applicable) duties and operations.

5. Establish, implement and maintain an inventory (preferably computerized) of all assets, i.e. equipment, vehicles, furniture, computers, printers, etc., IAW Government Accounting Standard Board (GASB) 34. The inventory must be completed each year. The inventory will be considered accurate and complete when a District Commissioner co-signs the inventory along with the Department Fire Chief. The due date for completion of the inventory, IAW GASB 34, is no later than the ESD regularly scheduled meeting in March.

F. Department shall comply with all regulations applicable to fire departments and to emergency medical operations as applicable and with all federal, state and local laws and regulations applicable to this contract. In the event of a conflict between such laws and regulations and terms of this contract, precedence shall be given to the laws and regulations.

G. **Conflict of Interest/Nepotism.** Department represents to ESD that neither it nor any member of its governing body presently has, or shall acquire, any interest, direct or indirect, in the Department, which would conflict in any manner or degree with the proper performance of this contract,. No person having such interest shall be employed by Department or shall be a member of Department’s governing body.

III. ESD’s Obligations.

A. In consideration of Department’s satisfactory performance of this contract, ESD shall, subject to the limitations set forth herein, reimburse to Department over the next fiscal year, up to the sum of \$10,000.00 (“the Contract Amount”). The amounts to be reimbursed by ESD shall be for those items and expenses which were previously submitted to ESD in connection with Department’s 2008-2009 budget, which budget is attached hereto as Exhibit B. The decision to reimburse Department shall be at ESD’s sole discretion.

B. ESD’s obligation under this Section is contingent upon the actual receipt by ESD

of tax funds from Navarro County tax office, which performs the service of collection of taxes for the ESD. If insufficient tax funds are collected to pay the Department in full, the contract amount may be proportionately reduced based on the amount actually collected. ESD shall notify the Department if it learns that insufficient tax funds may be collected to pay the Department. ESD acknowledges that it has and will continue to set tax rates, which, if paid by the property owners, will be sufficient to pay to Department under this contract in the amounts agreed to below:

1. **Contract amount:** The contract amount shall be the amount that is annually established and budgeted by the ESD in its sole discretion after consultation with the Department concerning its needs and with the Central Appraisal District concerning probable tax revenues at various tax rates.
2. It is understood by all parties that ESD will not reimburse Department for costs in excess of the Contract Amount that is established and budgeted annually by ESD and appropriated to Department, and it is acknowledged that Department may have other sources of funds with which to assist in the financing its operations.

C. ESD shall not reimburse Department for costs which have not been reported to ESD within sixty (60) days following the end of the fiscal year in which the costs were incurred or within ninety (90) days following the termination of this contract.

D. ESD shall not reimburse the Department for costs incurred before the commencement or after the termination of this contract.

E. ESD may offset and withhold any amount owed to Department under this contract against any money owed by Department to ESD arising under those or any other contract between the parties.

F. All expenditures greater than two thousand dollars (\$2,000.00) shall be presented

to and approved by the District **prior to making the purchase**, except when there is an emergency requiring the expenditure. If there is an emergency requiring an expenditure for more than two thousand dollars (\$2,000.00), the department shall notify the District of the expenditure, the basis of the expenditure, and the nature of the emergency as soon as reasonably possible. Except for expenditures to obtain goods or services from sole source providers, in order to obtain approval, Department shall have first obtained and submitted to the District competitive quotes from at least three (3) providers. If the District ratifies the expenditure, the District will prepare a District purchase order for the amount of the approved expenditure.

G. Any expenditure exceeding twenty five thousand dollars (\$25,000) must be submitted to competitive bids, except those expenditures exempted by Section 794.074 of the Texas Health and Safety Code. The District has the authority to accept or reject any or all bids.

IV. Mutual Cooperation.

A. The District is entering into three (3) Agreements for Fire Protection--Powell VFD, Kerens VFD and 287 R/C Fire and Rescue (collectively "the Members" and individually a "Member"). In consideration of the sums paid by the District to each Member, the Members agree to reasonably cooperate with one another and to provide mutual aid to one another in connection with the provision of fire fighting and emergency services. In that regard, in the event the Fire Chief or Fire Alarm Operator in one Member determines that an emergency exists within its area while one or more fires are in progress, such official on behalf of such Member Area ("the requesting area") may request the other Member (the "responding area") to provide equipment and/or volunteer personnel from the responding area to assist in relieving such emergency condition. The Fire Chief of the responding area or his designee, upon such request,

shall be the sole determiner of the advisability of sending the responding area's District or other equipment and/or volunteer personnel beyond the boundaries of the responding area and the judgment of the responding area's Fire Chief or his designee shall be final. Nothing in this entire Agreement shall be deemed or construed to require a Member Area to provide or once having begun to provide, to continue to provide equipment, volunteer personnel or assistance to the other Member Area.

B. Any Dispatch of equipment and volunteer personnel pursuant to this Agreement is subject to the following conditions:

- (1) Any requests for aid shall include a statement of the amount and type of equipment and number of volunteers requested from the responding area, and shall specify the location to which the equipment and volunteers are to be dispatched, but the amount and type of equipment and number of volunteers, if any, to be furnished shall be determined by the Incident Commander of the responding area or his designee.
- (2) Volunteers from the Fire Department of the responding area shall report to the officer in charge of the requesting area at the location to which the equipment is dispatched and shall be subject to the orders, control and supervision of the Incident Commander of the requesting area.
- (3) Volunteers from the Fire Department of the responding area may withdraw from the requesting area when the equipment and/or volunteer from the responding area are needed within the area for which it normally provides fire protection services or under any other circumstance when, in the sole discretion of the responding area's Incident Commander or his designee, the responding area elects to withdraw.
- (4) The responding party shall not be reimbursed by the requesting party or the District for costs, use of equipment or expenses incurred pursuant to this Agreement.
- (5) Except for acts which involve illegal conduct or intentional misconduct, the Parties agree that the act of any person or persons while fighting fires, providing rescue services, or providing first response EMS services, traveling to or from fires, or the emergency scene, or in any manner

furnishing services in accordance with this Agreement, or supplement hereto, shall be considered as the act of the Party requesting the service in all respects, notwithstanding that such person or persons may be volunteer members of the responding party. Subject to the exception set forth above, the payment of any and all civil liability resulting from the furnishing of services under this Agreement is the responsibility of the requesting party to the extent permissible by law. This shall specifically include, but not be limited to, the payment of all court costs and attorney fees resulting from litigation.

V. Miscellaneous Provisions.

A. **Immunity Retained.** It is expressly understood and agreed that, in the execution of this Agreement, neither the District nor the Department waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

B. **Suspension.** ESD may immediately suspend performance of this contract, without advance notice to Department, if ESD identifies instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in Department's performance. The suspension or termination of this contract by ESD shall not relieve Department of any then existing liability to ESD.

C. **Merger.** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. No modification, amendment, change or discharge of any

term or provision of this Agreement shall be valid unless reduced to writing and signed by both parties hereto.

D. **Severability.** If for any reason any one or more paragraphs of this Agreement are held invalid by a court of competent jurisdiction, such ruling shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses or parts of this Agreement held invalid, and the invalidity of any section, sentence, clause, or parts of this Agreement in any one or more instances shall not affect or prejudice in anyway the validity of this agreement in any other instance.

E. **Venue.** This entire Agreement is performable in Navarro County, Texas, and venue for any action related, directly or indirectly, to this Agreement or in any manner or wise connected therewith shall be Navarro County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

F. **Nonassignability.** No assignment of the Agreement or of any duty or obligation of performance hereunder shall be made in whole, or in part, by either party hereto without the prior written consent of the other party hereto.

G. **Independent Contractor.** It is understood and agreed that Department is an independent contractor. Department agrees to hold ESD harmless and indemnify it against any disallowed costs or any other claims which may be asserted by any third party occurring in connection with the services to be performed by Department under this contract.

H. **Mediation** In the event that any disagreement, dispute or conflict arises between District and the Department, both parties agree to attempt to resolve the same through non-binding mediation through a mediator mutually agreeable to both parties.

I. **Legal Authority.** ESD and Department represent that they possess the practical ability and legal authority to enter into this contract, receive, pay and manage the funds authorized by this contract, and to perform the services each party is obligated to perform. The person signing this contract on behalf of each party warrants that he/she has been duly authorized to execute this contract on behalf of such party and to bind such party to all terms herein set forth.

J. **Notice.** Written notice shall be sufficient, if it is personally delivered or mailed to the respective parties at the following respective addresses:

- 1. Navarro County Emergency Service District #1

Jay Petty, President

- 2. 287 R/C Fire and Rescue

Bruce Howard President

Signed on this the ___ day of December, 2008.

287 R/C FIRE AND RESCUE

BY: Bruce Howard

TITLE: President

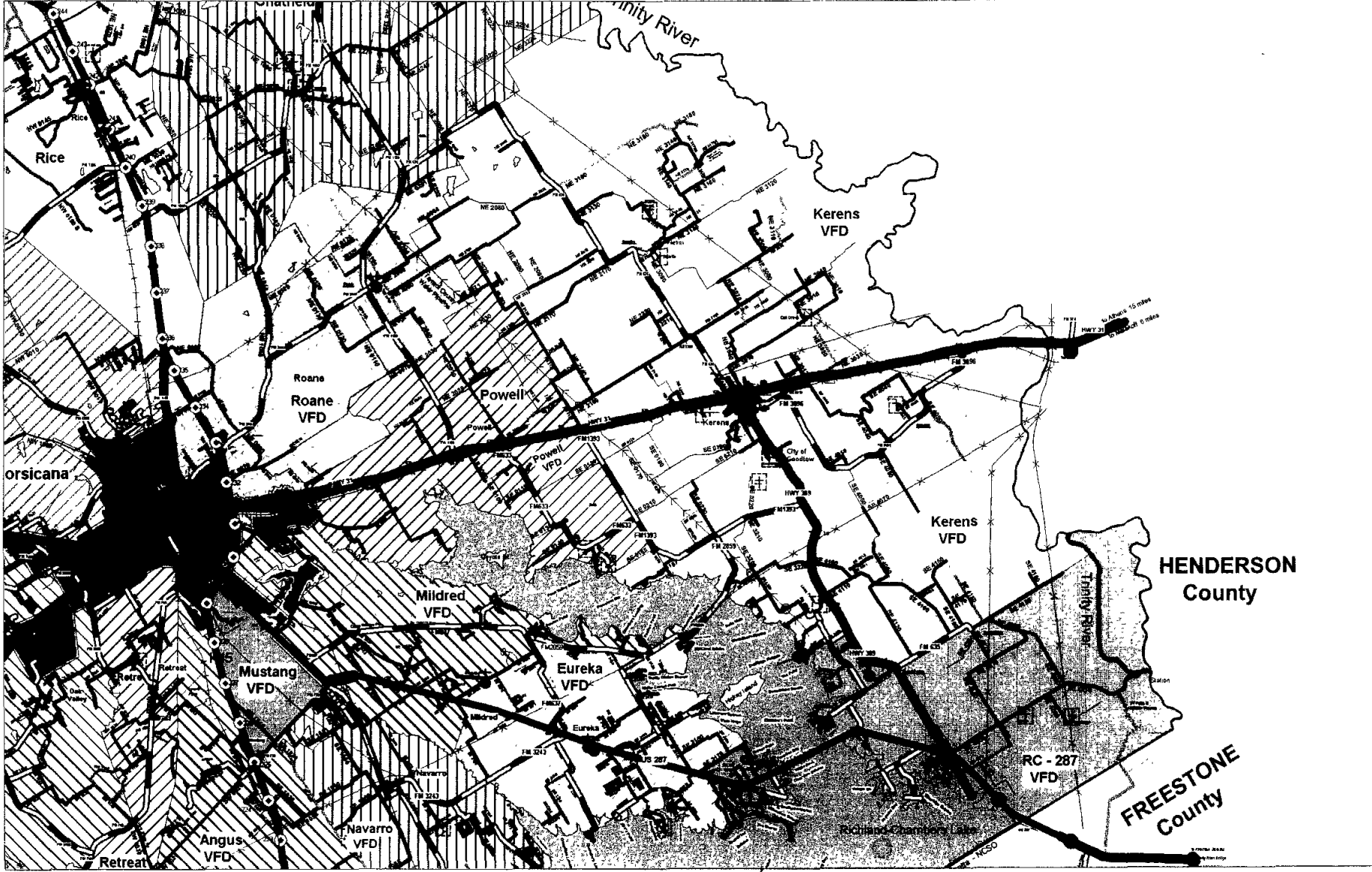
NAVARRO COUNTY EMERGENCY

SERVICE DISTRICT # 1

BY: Jay Petty

TITLE: President

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HENDERSON
County

FREESTONE
County

Department _____ Month _____

Activity	Count	Man Hours
Controlled Burn	_____	_____
Grass	_____	_____
Hay	_____	_____
Hazmat Incident	_____	_____
Medical Emergency	_____	_____
Motor Vehicle Accident	_____	_____
Mutual Aid Given	_____	_____
Mutual Aid Received	_____	_____
Other (false, etc.)	_____	_____
Structure	_____	_____
Vehicle	_____	_____

Total Fire Department Service Hours

Firefighting Hours	_____
Maintenance Hours	_____
Training Hours	_____
TOTAL	_____

Alarm Reported By: _____ **Other Comments for month's activities (ESTIMATED LOSS)** _____

CFD _____

Individual _____

ICSO _____

Other Dept. _____

NAVARRO COUNTY EMERGENCY SERVICES DISTRICT #1

Monthly Financial Report

Dept:

Date:

EXPENSE

BUDGET/ACCT.

DIFFERENCE

345

287 R/C Fire & Rescue Budget 12/1/2008 through 11/30/2009

Category Description	12/1/2008	1/1/2009	2/1/2009	3/1/2009	4/1/2009	5/1/2009	6/1/2009	7/1/2009	8/1/2009	9/1/2009	10/1/2009	11/1/2009	Annual
INCOME													
County Subsidy	\$ 300	\$ 300	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 5,100
Donations	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ -	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,200
Fund Raising Income				\$ 900				\$ 7,000		\$ 900			\$ 8,800
ESD Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 607	\$ 907
TOTAL INCOME	\$ 500	\$ 500	\$ 650	\$ 1,550	\$ 950	\$ 650	\$ 650	\$ 7,450	\$ 650	\$ 1,550	\$ 650	\$ 1,257	\$ 17,007
EXPENSES													
Advertisement	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 120
Vehicle													
Auto Repair	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 195	\$ 2,340
Brush Truck	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ 1,500
EMS Truck	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 300
Fuel	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
Insurance	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Pumper Truck	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 300
Service	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 1,248
Tanker Truck	\$ -	\$ 900	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Boat Expense	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 132
Building Maintenance	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 240
Clothing	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 60
Dues and Subscriptions	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 564
EMS Supplies	\$ 10	\$ 499	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 199	\$ 10	\$ 10	\$ 798
Equipment													
Other Equipment	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 367	\$ 4,404
Fees	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Fund Raising Expense	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300	\$ -	\$ -	\$ 900
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 607	\$ -	\$ -	\$ -	\$ 607
Mortgage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,245	\$ -	\$ -	\$ 2,245
Postage and Delivery	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 840	\$ 21	\$ 21	\$ 21	\$ 21	\$ 1,071
Printing and Reproduction	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 216
Training	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 276
Utilities													
Gas & Electric	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 384
Telephone	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
Water	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 480
TOTAL EXPENSES	\$ 1,253	\$ 3,092	\$ 2,753	\$ 1,553	\$ 1,253	\$ 1,253	\$ 1,253	\$ 2,372	\$ 2,160	\$ 3,987	\$ 1,253	\$ 1,253	\$ 23,435
NET TOTAL	\$ (753)	\$ (2,592)	\$ (2,103)	\$ (3)	\$ (303)	\$ (603)	\$ (603)	\$ 5,078	\$ (1,510)	\$ (2,437)	\$ (603)	\$ 4	\$ (6,428)

THE STATE OF TEXAS
COUNTY OF NAVARRO

AGREEMENT FOR FIRE
PROTECTION AND MUTUAL AID
IN FIRE PROTECTION
EMERGENCIES

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the mutual promises set out in this document, the Navarro County Emergency Service District #1 ("ESD" or the "District") and Powell Volunteer Fire Department, Inc. (the "Department"), agree as follows:

I. **Term and Termination.** The initial term of the Agreement shall begin at 12:01 a.m. on December 1, 2008 and shall end at 12:00 midnight on September 30, 2009. Subsequent terms, if any, shall commence at 12:01 a.m. on October 1 and shall end at 12:00 midnight on September 30, to coincide with the District's fiscal year. In the event that both District and the Department desire to renew this Agreement, the Department shall submit its budget and request for funds for subsequent years no later than August 1 of the year preceding the fiscal year for which funds are being requested. If it would become unduly burdensome for any Party to continue performing this Agreement, any Party shall have the option to terminate this Agreement upon sixty (60) days written notice to the other Party.

II. **Department's Obligations.**

A. During the term of this agreement the Department shall provide equipment and volunteers necessary to afford fire protection to the area shaded on the attached Exhibit "A", which is incorporated herein by reference for all purposes. The aforesaid equipment includes such equipment that has been purchased by the Department with District funds and entrusted to the Department, together with such other equipment, if any, owned by the Department prior to

October 1, 2008 and currently possessed by the Department during the term of this agreement. The District recognizes that the Department is operated by volunteers. The District also recognizes that the Department may provide fire protection services to areas other than those shown on Exhibit A.

B. While this agreement is in effect, the parties agree that all property currently under the control of the Department or acquired for the benefit of the Department will be considered the property of the Department. In the event that this agreement is terminated or not renewed upon the expiration, title to all property purchased with District funds shall revert to the District upon expiration or termination. If any property purchased with District funds is found, by the ESD, to be improperly treated or maintained, the District shall provide the Department with written notice of such improper treatment or maintenance and shall give the Department 30 days to correct the problems. If the Department fails to timely correct the problems, the District may re-acquire the property and remove it from the premises of the Department.

C. Department shall refund to ESD, within fifteen (15) days after ESD request, any money paid to Department by ESD which ESD determines has resulted in an over-payment to Department or has not been spent strictly in accordance with the terms of this contract.

D. Department shall submit the following reports to ESD:

1. Within ten (10) days following the end of each monthly reporting period, the Department shall submit a report of receipts and expenditures. This report shall indicate the budget account against which each receipt is to be credited and each expenditure is to be charged. In addition to the financial activities, the monthly report shall include a narrative report including, as a minimum, the number of response to fires, estimates of losses caused by fire, the number of volunteers responding to each call, number of medical assist calls, the number of volunteers responding to each medical assist call, the number of volunteers participating in each fire training session,

the number of volunteers participating in other training, the number of fire prevention or other inspections, the number of participants in fire prevention classes, and any other significant activity. Thereafter, ESD shall reimburse Department, subject to the terms of this Agreement.

- 2. Within one-hundred-twenty (120) days after the end of the fiscal year, the Department shall provide a complete financial report showing all financial data, statements and administrative report giving the total of all activities of the year. The Financial report shall be prepared by an independent certified public accountant or public accountant or other qualified person as approved by the District.

E. In addition, the Department shall, in accordance with state law, work to create and maintain the following programs:

- 1. Establish, implement and maintain a formalized training plan (preferably computerized) to record and maintain initial, refresher and recurring certifying training for the safe handling of Hazardous Materials IAW Code of Federal Regulations 29 CFR § 1910.120, including specifically Hazmat Awareness training;
- 2. Establish, implement and maintain a formalized training plan (preferably computerized) to record and maintain initial, refresher and recurring certifying training IAW IFSTA and Homeland Security Standards for the following areas:
 - Basic Fire Fighting Certifying Requirements
 - Recurring Fire Fighting Certifying Requirements
 - Safety in fire vehicle apparatus for normal and emergency operation (Driving and equipment operation skills)
 - The Principles and policies set forth in the Navarro County Resolution regarding the National Incident Management System ("NIMS").
- 3. Establish, implement and maintain a comprehensive plan (preferably computerized) to certify and keep certified related fire tools, apparatus, vehicles and equipment IAW/NFPA Standards.
- 4. Establish, implement and maintain Standard of Operations (SOP's) (preferably computerized) for departmental operations for firefighting and first responder (if applicable) duties and operations.

- 5. Establish, implement and maintain an inventory (preferably computerized) of all assets, i.e. equipment, vehicles, furniture, computers, printers, etc., IAW Government Accounting Standard Board (GASB) 34. The inventory must be completed each year. The inventory will be considered accurate and complete when a District Commissioner co-signs the inventory along with the Department Fire Chief. The due date for completion of the inventory, IAW GASB 34, is no later than the ESD regularly scheduled meeting in March.

F. Department shall comply with all regulations applicable to fire departments and to emergency medical operations as applicable and with all federal, state and local laws and regulations applicable to this contract. In the event of a conflict between such laws and regulations and terms of this contract, precedence shall be given to the laws and regulations.

G. **Conflict of Interest/Nepotism.** Department represents to ESD that neither it nor any member of its governing body presently has, or shall acquire, any interest, direct or indirect, in the Department, which would conflict in any manner or degree with the proper performance of this contract,. No person having such interest shall be employed by Department or shall be a member of Department's governing body.

III. ESD's Obligations.

A. In consideration of Department's satisfactory performance of this contract, ESD shall, subject to the limitations set forth herein, reimburse to Department over the next fiscal year, up to the sum of \$10,000.00 ("the Contract Amount"). The amounts to be reimbursed by ESD shall be for those items and expenses which were previously submitted to ESD in connection with Department's 2008-2009 budget, which budget is attached hereto as Exhibit B. The decision to reimburse Department shall be at ESD's sole discretion.

B. ESD's obligation under this Section is contingent upon the actual receipt by ESD

of tax funds from Navarro County tax office, which performs the service of collection of taxes for the ESD. If insufficient tax funds are collected to pay the Department in full, the contract amount may be proportionately reduced based on the amount actually collected. ESD shall notify the Department if it learns that insufficient tax funds may be collected to pay the Department. ESD acknowledges that it has and will continue to set tax rates, which, if paid by the property owners, will be sufficient to pay to Department under this contract in the amounts agreed to below:

- 1. **Contract amount:** The contract amount shall be the amount that is annually established and budgeted by the ESD in its sole discretion after consultation with the Department concerning its needs and with the Central Appraisal District concerning probable tax revenues at various tax rates.
- 2. It is understood by all parties that ESD will not reimburse Department for costs in excess of the Contract Amount that is established and budgeted annually by ESD and appropriated to Department, and it is acknowledged that Department may have other sources of funds with which to assist in the financing its operations.

C. ESD shall not reimburse Department for costs which have not been reported to ESD within sixty (60) days following the end of the fiscal year in which the costs were incurred or within ninety (90) days following the termination of this contract.

D. ESD shall not reimburse the Department for costs incurred before the commencement or after the termination of this contract.

E. ESD may offset and withhold any amount owed to Department under this contract against any money owed by Department to ESD arising under those or any other contract between the parties.

F. All expenditures greater than two thousand dollars (\$2,000.00) shall be presented

to and approved by the District **prior to making the purchase**, except when there is an emergency requiring the expenditure. If there is an emergency requiring an expenditure for more than two thousand dollars (\$2,000.00), the department shall notify the District of the expenditure, the basis of the expenditure, and the nature of the emergency as soon as reasonably possible. Except for expenditures to obtain goods or services from sole source providers, in order to obtain approval, Department shall have first obtained and submitted to the District competitive quotes from at least three (3) providers. If the District ratifies the expenditure, the District will prepare a District purchase order for the amount of the approved expenditure.

G. Any expenditure exceeding twenty five thousand dollars (\$25,000) must be submitted to competitive bids, except those expenditures exempted by Section 794.074 of the Texas Health and Safety Code. The District has the authority to accept or reject any or all bids.

IV. Mutual Cooperation.

A. The District is entering into three (3) Agreements for Fire Protection--Powell VFD, Kerens VFD and 287 R/C Fire and Rescue (collectively "the Members" and individually a "Member"). In consideration of the sums paid by the District to each Member, the Members agree to reasonably cooperate with one another and to provide mutual aid to one another in connection with the provision of fire fighting and emergency services. In that regard, in the event the Fire Chief or Fire Alarm Operator in one Member determines that an emergency exists within its area while one or more fires are in progress, such official on behalf of such Member Area ("the requesting area") may request the other Member (the "responding area") to provide equipment and/or volunteer personnel from the responding area to assist in relieving such emergency condition. The Fire Chief of the responding area or his designee, upon such request,

shall be the sole determiner of the advisability of sending the responding area's District or other equipment and/or volunteer personnel beyond the boundaries of the responding area and the judgment of the responding area's Fire Chief or his designee shall be final. Nothing in this entire Agreement shall be deemed or construed to require a Member Area to provide or once having begun to provide, to continue to provide equipment, volunteer personnel or assistance to the other Member Area.

B. Any Dispatch of equipment and volunteer personnel pursuant to this Agreement is subject to the following conditions:

- (1) Any requests for aid shall include a statement of the amount and type of equipment and number of volunteers requested from the responding area, and shall specify the location to which the equipment and volunteers are to be dispatched, but the amount and type of equipment and number of volunteers, if any, to be furnished shall be determined by the Incident Commander of the responding area or his designee.
- (2) Volunteers from the Fire Department of the responding area shall report to the officer in charge of the requesting area at the location to which the equipment is dispatched and shall be subject to the orders, control and supervision of the Incident Commander of the requesting area.
- (3) Volunteers from the Fire Department of the responding area may withdraw from the requesting area when the equipment and/or volunteer from the responding area are needed within the area for which it normally provides fire protection services or under any other circumstance when, in the sole discretion of the responding area's Incident Commander or his designee, the responding area elects to withdraw.
- (4) The responding party shall not be reimbursed by the requesting party or the District for costs, use of equipment or expenses incurred pursuant to this Agreement.
- (5) Except for acts which involve illegal conduct or intentional misconduct, the Parties agree that the act of any person or persons while fighting fires, providing rescue services, or providing first response EMS services, traveling to or from fires, or the emergency scene, or in any manner

furnishing services in accordance with this Agreement, or supplement hereto, shall be considered as the act of the Party requesting the service in all respects, notwithstanding that such person or persons may be volunteer members of the responding party. Subject to the exception set forth above, the payment of any and all civil liability resulting from the furnishing of services under this Agreement is the responsibility of the requesting party to the extent permissible by law. This shall specifically include, but not be limited to, the payment of all court costs and attorney fees resulting from litigation.

V. **Miscellaneous Provisions.**

A. **Immunity Retained.** It is expressly understood and agreed that, in the execution of this Agreement, neither the District nor the Department waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

B. **Suspension.** ESD may immediately suspend performance of this contract, without advance notice to Department, if ESD identifies instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in Department's performance. The suspension or termination of this contract by ESD shall not relieve Department of any then existing liability to ESD.

C. **Merger.** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. No modification, amendment, change or discharge of any

term or provision of this Agreement shall be valid unless reduced to writing and signed by both parties hereto.

D. **Severability.** If for any reason any one or more paragraphs of this Agreement are held invalid by a court of competent jurisdiction, such ruling shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses or parts of this Agreement held invalid, and the invalidity of any section, sentence, clause, or parts of this Agreement in any one or more instances shall not affect or prejudice in anyway the validity of this agreement in any other instance.

E. **Venue.** This entire Agreement is performable in Navarro County, Texas, and venue for any action related, directly or indirectly, to this Agreement or in any manner or wise connected therewith shall be Navarro County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

F. **Nonassignability.** No assignment of the Agreement or of any duty or obligation of performance hereunder shall be made in whole, or in part, by either party hereto without the prior written consent of the other party hereto.

G. **Independent Contractor.** It is understood and agreed that Department is an independent contractor. Department agrees to hold ESD harmless and indemnify it against any disallowed costs or any other claims which may be asserted by any third party occurring in connection with the services to be performed by Department under this contract.

H. **Mediation** In the event that any disagreement, dispute or conflict arises between District and the Department, both parties agree to attempt to resolve the same through non-binding mediation through a mediator mutually agreeable to both parties.

I. **Legal Authority.** ESD and Department represent that they possess the practical ability and legal authority to enter into this contract, receive, pay and manage the funds authorized by this contract, and to perform the services each party is obligated to perform. The person signing this contract on behalf of each party warrants that he/she has been duly authorized to execute this contract on behalf of such party and to bind such party to all terms herein set forth.

J. **Notice.** Written notice shall be sufficient, if it is personally delivered or mailed to the respective parties at the following respective addresses:

1. Navarro County Emergency Service District #1
JAY PETTY, President

2. Powell Volunteer Fire Department

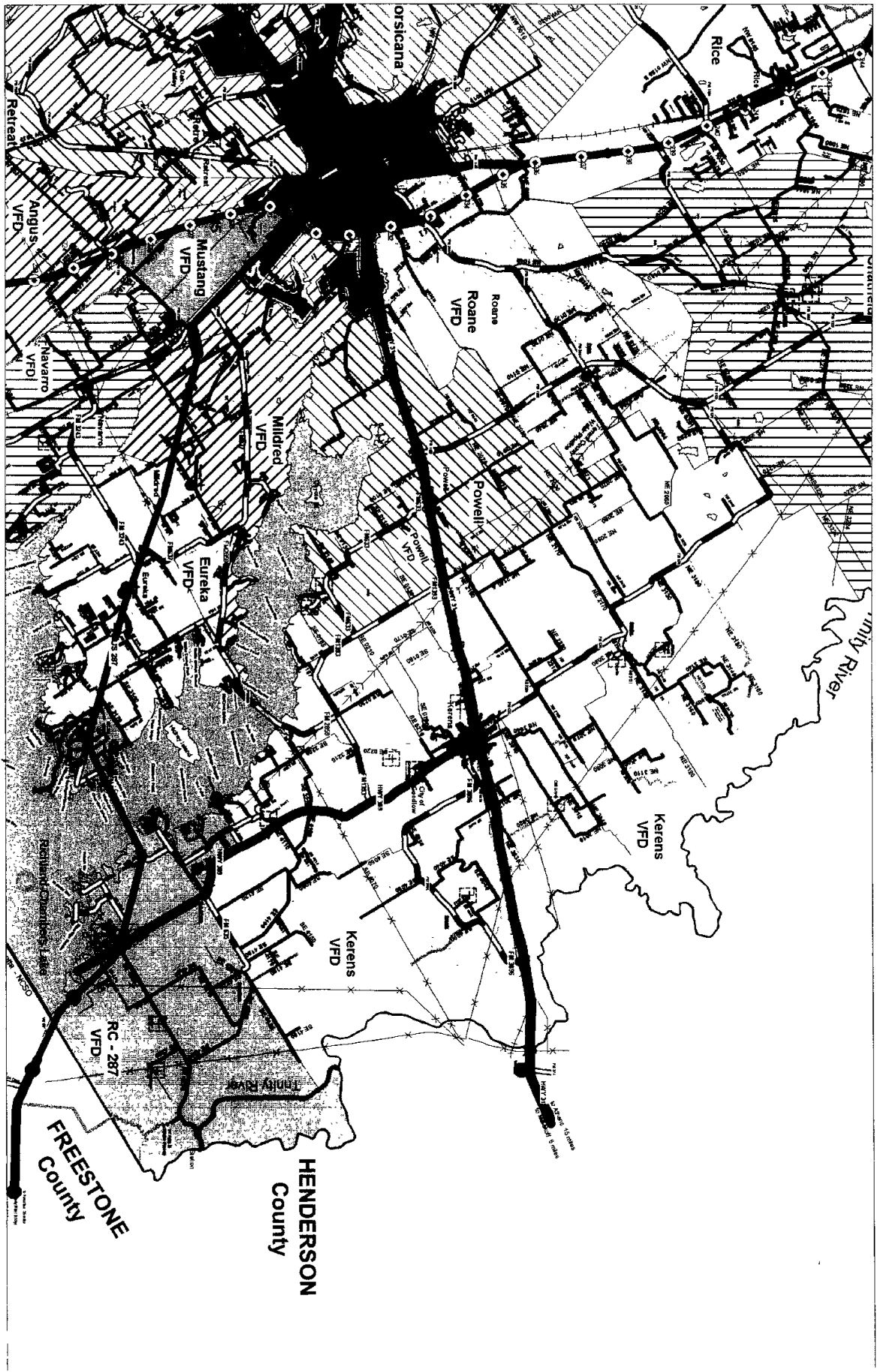
Signed on this the 5 day of December, 2008.

POWELL VOLUNTEER FIRE DEPARTMENT

NAVARRO COUNTY EMERGENCY

BY: [Signature]
TITLE: Mayor / Fire Chief

SERVICE DISTRICT #1
BY: [Signature]
TITLE: President



FREESTONE
County

HENDERSON
County

Department _____ Month _____

Activity	Count	Man Hours
Controlled Burn	_____	_____
Grass	_____	_____
Hay	_____	_____
Hazmat Incident	_____	_____
Medical Emergency	_____	_____
Motor Vehicle Accident	_____	_____
Mutual Aid Given	_____	_____
Mutual Aid Received	_____	_____
Other (false, etc.)	_____	_____
Structure	_____	_____
Vehicle	_____	_____

Total Fire Department Service Hours

Firefighting Hours	_____
Maintenance Hours	_____
Training Hours	_____
TOTAL	_____

Alarm Reported By:

Other Comments for month's activities (ESTIMATED LOSS)

CFD _____
 Individual _____
 NCGO _____
 er Dept. _____

NAVARRO COUNTY EMERGENCY SERVICES DISTRICT #1

Monthly Financial Report

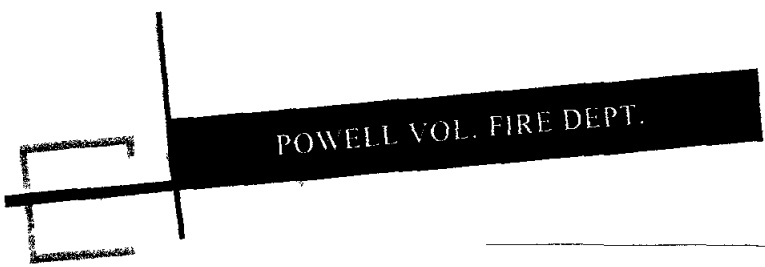
Dept:

Date:

EXPENSE

BUDGET/ACCT.

DIFFERENCE



BUDGET 2009

DATE: 12-05-08

			INCOME	AMOUNT		BALANCE
			DONATIONS	400.		
			NAVARRO COUNTY	1800.		
			ESD	10,000.		
			TOTAL			12200.
			EXPENSES			
			FUEL	-500.		
			INSURANCE	-1750.		
			REPAIRS	-2500.		
			MISC.	-1000.		
			EQUIPMENT	-6000.		
			TOTAL			11750.
					BALANCE	450.00

P.O. BOX 426
 POWELL, TX. 75153
 Phone: 903 345-2535
 Fax: 903 345-2564

THE STATE OF TEXAS
 COUNTY OF NAVARRO

AGREEMENT FOR FIRE
 PROTECTION AND MUTUAL AID
 IN FIRE PROTECTION
 EMERGENCIES

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the mutual promises set out in this document, the Navarro County Emergency Service District #1 ("ESD" or the "District") and Kerens Volunteer Fire Department, Inc. (the "Department"), agree as follows:

I. **Term and Termination.** The initial term of the Agreement shall begin at 12:01 a.m. on December 1, 2008 and shall end at 12:00 midnight on September 30, 2009. Subsequent terms, if any, shall commence at 12:01 a.m. on October 1 and shall end at 12:00 midnight on September 30, to coincide with the District's fiscal year. In the event that both District and the Department desire to renew this Agreement, the Department shall submit its budget and request for funds for subsequent years no later than August 1 of the year preceding the fiscal year for which funds are being requested. If it would become unduly burdensome for any Party to continue performing this Agreement, any Party shall have the option to terminate this Agreement upon sixty (60) days written notice to the other Party.

II. **Department's Obligations.**

A. During the term of this agreement the Department shall provide equipment and volunteers necessary to afford fire protection to the area shaded on the attached Exhibit "A", which is incorporated herein by reference for all purposes. The aforesaid equipment includes such equipment that has been purchased by the Department with District funds and entrusted to the Department, together with such other equipment, if any, owned by the Department prior to

October 1, 2008 and currently possessed by the Department during the term of this agreement. The District recognizes that the Department is staffed by volunteers. The District also recognizes that the Department may provide fire protection services to areas other than those shown on Exhibit A.

B. While this agreement is in effect, the parties agree that all property currently under the control of the Department or acquired for the benefit of the Department will be considered the property of the Department. In the event that this agreement is terminated or not renewed upon the expiration, title to all property purchased with District funds shall revert to the District upon expiration or termination. If any property purchased with District funds is found, by the ESD, to be improperly treated or maintained, the District shall provide the Department with written notice of such improper treatment or maintenance and shall give the Department 30 days to correct the problems. If the Department fails to timely correct the problems, the District may re-acquire the property and remove it from the premises of the Department.

C. Department shall refund to ESD, within fifteen (15) days after ESD request, any money paid to Department by ESD which ESD determines has resulted in an over-payment to Department or has not been spent strictly in accordance with the terms of this contract.

D. Department shall submit the following reports to ESD:

1. Within ten (10) days following the end of each monthly reporting period, the Department shall submit a report of receipts and expenditures. This report shall indicate the budget account against which each receipt is to be credited and each expenditure is to be charged. In addition to the financial activities, the monthly report shall include a narrative report including, as a minimum, the number of response to fires, estimates of losses caused by fire, number of volunteers responding to each call, number of medical assist calls, number of volunteers responding to each medical assist call, number of volunteers participating in each fire training session, number of

volunteers participating in other training, number of fire prevention or other inspections, number of participants in fire prevention classes, and any other significant activity. Thereafter, ESD shall reimburse Department, subject to the terms of this Agreement.

2. Within one-hundred-twenty (120) days after the end of the fiscal year, the Department shall provide a complete financial report showing all financial data, statements and administrative report giving the total of all activities of the year. The Financial report shall be prepared by an independent certified public accountant or public accountant or other qualified person as approved by the District.
- E. In addition, the Department shall, in accordance with state law, work to create and maintain the following programs:
1. Establish, implement and maintain a formalized training plan (preferably computerized) to record and maintain initial, refresher and recurring certifying training for the safe handling of Hazardous Materials IAW Code of Federal Regulations 29 CFR § 1910.120, including specifically Hazmat Awareness training;
 2. Establish, implement and maintain a formalized training plan (preferably computerized) to record and maintain initial, refresher and recurring certifying training IAW IFSTA and Homeland Security Standards for the following areas:
 - Basic Fire Fighting Certifying Requirements
 - Recurring Fire Fighting Certifying Requirements
 - Safety in fire vehicle apparatus for normal and emergency operation (Driving and equipment operation skills)
 - The Principles and policies set forth in the Navarro County Resolution regarding the National Incident Management System ("NIMS").
 3. Establish, implement and maintain a comprehensive plan (preferably computerized) to certify and keep certified related fire tools, apparatus, vehicles and equipment IAW/NFPA Standards.
 4. Establish, implement and maintain Standard of Operations (SOP's) (preferably computerized) for departmental operations for firefighting and first responder (if applicable) duties and operations.

5. Establish, implement and maintain an inventory (preferably computerized) of all assets, i.e. equipment, vehicles, furniture, computers, printers, etc., IAW Government Accounting Standard Board (GASB) 34. The inventory must be completed each year. The inventory will be considered accurate and complete when a District Commissioner co-signs the inventory along with the Department Fire Chief. The due date for completion of the inventory, IAW GASB 34, is no later than the ESD regularly scheduled meeting in March.

F. Department shall comply with all regulations applicable to fire departments and to emergency medical operations as applicable and with all federal, state and local laws and regulations applicable to this contract. In the event of a conflict between such laws and regulations and terms of this contract, precedence shall be given to the laws and regulations.

G. **Conflict of Interest/Nepotism.** Department represents to ESD that neither it nor any member of its governing body presently has, or shall acquire, any interest, direct or indirect, in the Department, which would conflict in any manner or degree with the proper performance of this contract,. No person having such interest shall be employed by Department or shall be a member of Department's governing body.

III. ESD's Obligations.

A. In consideration of Department's satisfactory performance of this contract, ESD shall, subject to the limitations set forth herein, reimburse to Department over the next fiscal year, up to the sum of \$35,000.00 ("the Contract Amount"). The amounts to be reimbursed by ESD shall be for those items and expenses which were previously submitted to ESD in connection with Department's 2008-2009 budget, which budget is attached hereto as Exhibit B. The decision to reimburse Department shall be at ESD's sole discretion.

B. ESD's obligation under this Section is contingent upon the actual receipt by ESD

of tax funds from Navarro County tax office, which performs the service of collection of taxes for the ESD. If insufficient tax funds are collected to pay the Department in full, the contract amount may be proportionately reduced based on the amount actually collected. ESD shall notify the Department if it learns that insufficient tax funds may be collected to pay the Department. ESD acknowledges that it has and will continue to set tax rates, which, if paid by the property owners, will be sufficient to pay to Department under this contract in the amounts agreed to below:

- 1. **Contract amount:** The contract amount shall be the amount that is annually established and budgeted by the ESD in its sole discretion after consultation with the Department concerning its needs and with the Central Appraisal District concerning probable tax revenues at various tax rates.
- 2. It is understood by all parties that ESD will not reimburse Department for costs in excess of the Contract Amount that is established and budgeted annually by ESD and appropriated to Department, and it is acknowledged that Department may have other sources of funds with which to assist in the financing its operations.

C. ESD shall not reimburse Department for costs which have not been reported to ESD within sixty (60) days following the end of the fiscal year in which the costs were incurred or within ninety (90) days following the termination of this contract.

D. ESD shall not reimburse the Department for costs incurred before the commencement or after the termination of this contract.

E. ESD may offset and withhold any amount owed to Department under this contract against any money owed by Department to ESD arising under those or any other contract between the parties.

F. All expenditures greater than two thousand dollars (\$2,000.00) shall be presented

to and approved by the District **prior to making the purchase**, except when there is an emergency requiring the expenditure. If there is an emergency requiring an expenditure for more than two thousand dollars (\$2,000.00), the department shall notify the District of the expenditure, the basis of the expenditure, and the nature of the emergency as soon as reasonably possible. Except for expenditures to obtain goods or services from sole source providers, in order to obtain approval, Department shall have first obtained and submitted to the District competitive quotes from at least three (3) providers. If the District ratifies the expenditure, the District will prepare a District purchase order for the amount of the approved expenditure.

G. Any expenditure exceeding twenty five thousand dollars (\$25,000) must be submitted to competitive bids, except those expenditures exempted by Section 794.074 of the Texas Health and Safety Code. The District has the authority to accept or reject any or all bids.

IV. Mutual Cooperation.

A. The District is entering into three (3) Agreements for Fire Protection--Powell VFD, Kerens VFD and 287 R/C VFD (collectively "the Members" and individually a "Member"). In consideration of the sums paid by the District to each Member, the Members agree to reasonably cooperate with one another and to provide mutual aid to one another in connection with the provision of fire fighting and emergency services. In that regard, in the event the Fire Chief or Fire Alarm Operator in one Member determines that an emergency exists within its area while one or more fires are in progress, such official on behalf of such Member Area ("the requesting area") may request the other Member (the "responding area") to provide equipment and/or volunteer personnel from the responding area to assist in relieving such emergency condition. The Fire Chief of the responding area or his designee, upon such request,

shall be the sole determiner of the advisability of sending the responding area's District or other equipment and/or volunteer personnel beyond the boundaries of the responding area and the judgment of the responding area's Fire Chief or his designee shall be final. Nothing in this entire Agreement shall be deemed or construed to require a Member Area to provide or once having begun to provide, to continue to provide equipment, volunteer personnel or assistance to the other Member Area.

B. Any Dispatch of equipment and volunteer personnel pursuant to this Agreement is subject to the following conditions:

- (1) Any requests for aid shall include a statement of the amount and type of equipment and number of volunteers requested from the responding area, and shall specify the location to which the equipment and volunteers are to be dispatched, but the amount and type of equipment and number of volunteers, if any, to be furnished shall be determined by the Incident Commander of the responding area or his designee.
- (2) Volunteers from the Fire Department of the responding area shall report to the officer in charge of the requesting area at the location to which the equipment is dispatched and shall be subject to the orders, control and supervision of the Incident Commander of the requesting area.
- (3) Volunteers from the Fire Department of the responding area may withdraw from the requesting area when the equipment and/or volunteer from the responding area are needed within the area for which it normally provides fire protection services or under any other circumstance when, in the sole discretion of the responding area's Incident Commander or his designee, the responding area elects to withdraw.
- (4) The responding party shall not be reimbursed by the requesting party or the District for costs, use of equipment or expenses incurred pursuant to this Agreement.
- (5) The Parties agree that the act of any person or persons while fighting fires, providing rescue services, or providing first response EMS services, traveling to or from fires, or the emergency scene, or in any manner furnishing services in accordance with this Agreement, or supplement

hereto, shall be considered as the act of the Party requesting the service in all respects, notwithstanding that such person or persons may be volunteer members of the responding party. The payment of any and all civil liability resulting from the furnishing of services under this Agreement is the responsibility of the requesting party to the extent permissible by law. This shall specifically include, but not be limited to, the payment of all court costs and attorney fees resulting from litigation.

V. **Miscellaneous Provisions.**

A. **Immunity Retained.** It is expressly understood and agreed that, in the execution of this Agreement, neither the District nor the Department waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

B. **Suspension.** ESD may immediately suspend performance of this contract, without advance notice to Department, if ESD identifies instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in Department's performance. The suspension or termination of this contract by ESD shall not relieve Department of any then existing liability to ESD.

C. **Merger.** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. No modification, amendment, change or discharge of any term or provision of this Agreement shall be valid unless reduced to writing and signed by both

parties hereto.

D. **Severability.** If for any reason any one or more paragraphs of this Agreement are held invalid by a court of competent jurisdiction, such ruling shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses or parts of this Agreement held invalid, and the invalidity of any section, sentence, clause, or parts of this Agreement in any one or more instances shall not affect or prejudice in anyway the validity of this agreement in any other instance.

E. **Venue.** This entire Agreement is performable in Navarro County, Texas, and venue for any action related, directly or indirectly, to this Agreement or in any manner or wise connected therewith shall be Navarro County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

F. **Nonassignability.** No assignment of the Agreement or of any duty or obligation of performance hereunder shall be made in whole, or in part, by either party hereto without the prior written consent of the other party hereto.

G. **Independent Contractor.** It is understood and agreed that Department is an independent contractor. Department agrees to hold ESD harmless and indemnify it against any disallowed costs or any other claims which may be asserted by any third party occurring in connection with the services to be performed by Department under this contract.

H. **Mediation** In the event that any disagreement, dispute or conflict arises between District and the Department, both parties agree to attempt to resolve the same through non-binding mediation through a mediator mutually agreeable to both parties.

I. **Legal Authority.** ESD and Department represent that they possess the practical

ability and legal authority to enter into this contract, receive, pay and manage the funds authorized by this contract, and to perform the services each party t is obligated to perform. The person signing this contract on behalf of each party warrants that he/she has been duly authorized to execute this contract on behalf of such party and to bind such party to all terms herein set forth.

J. **Notice.** Written notice shall be sufficient, if it is personally delivered or mailed to the respective parties at the following respective addresses:

1. Navarro County Emergency Service District #1
JAY PERRY, President

2. Kerens Volunteer Fire Department, Inc.
205 SE. 3RD ST.
KERENS, TX 75144

Signed on this the 5TH day of December, 2008.

KERENS VOLUNTEER FIRE DEPT, INC.

NAVARRO COUNTY EMERGENCY

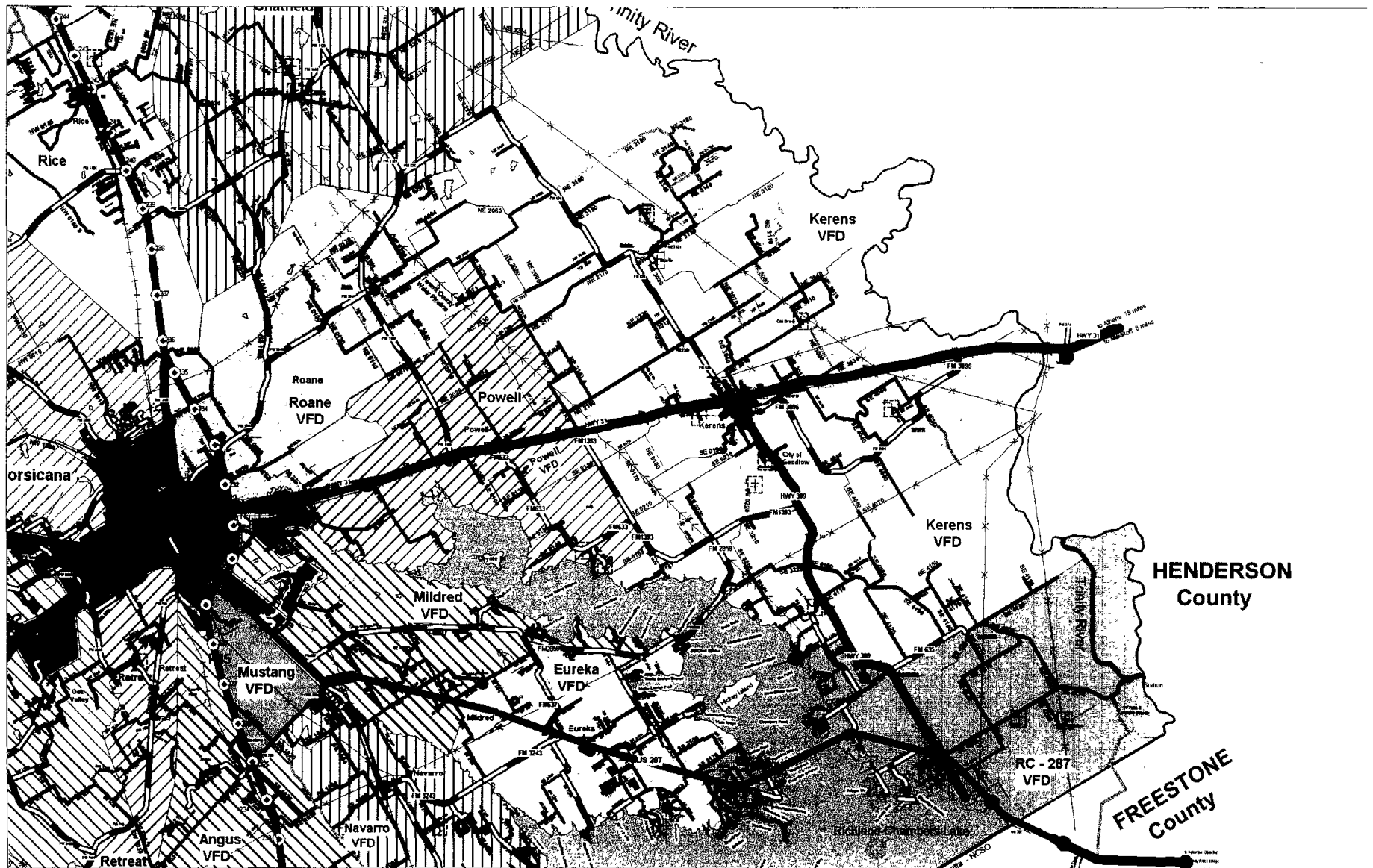
BY: Thomas S. Luckett

SERVICE DISTRICT # 1

BY: Jay Perry

TITLE: PRESIDENT

TITLE: President



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Department _____ Month _____

Activity	Count	Man Hours
Controlled Burn	_____	_____
Grass	_____	_____
Hay	_____	_____
Hazmat Incident	_____	_____
Medical Emergency	_____	_____
Motor Vehicle Accident	_____	_____
Mutual Aid Given	_____	_____
Mutual Aid Received	_____	_____
Other (false, etc.)	_____	_____
Structure	_____	_____
Vehicle	_____	_____

Total Fire Department Service Hours

Firefighting Hours	_____
Maintenance Hours	_____
Training Hours	_____
TOTAL	_____

Alarm Reported By:

CFD _____
 Individual _____
 .CSO _____
 Other Dept. _____

Other Comments for month's activities (Estimated Loss)

NAVARRO COUNTY EMERGENCY SERVICES DISTRICT #1

Monthly Financial Report

Dept:

Date:

EXPENSE

BUDGET/ACCT.

DIFFERENCE

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	
1	NAVARRO COUNTY EMERGENCY SERVICE DISTRICT NO.1														
	2008-2009														
2	0. INCOME														
3		PROPOSED BUDGET 2008-2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	INCOME BALANCE
4	0.1 TAXES														\$0.00
5															
6	0.2 MISC. INCOME														
7	0.2.1 Texas Forest Service (KVFD Rescue Tools)														
8	0.2.2 VIF Insurance (Proceeds, for hand held radios PVFD)														
9	0.2.3 VFIS Insurance Dividend														
10	0.2.4 Commissioners Reimbursement MISC. (Commissioners repay)														
11	0.2.5 Cash refund (MISC)														
12	0.2.6 Refund, Equipment (PVFD)														
13	02.6 Refund, Equipment (KVFD)														
14	0.2.7 FEMA GRANT INCOME														
15	0.2.7.1 KVFD														\$0.00
16	0.2.7.2 PVFD														
17															
18	TOTAL INCOME TO DATE														\$0.00
19															
20	EXPENSES														
21		PROPOSED BUDGET FOR 2008- 2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE
22	2008 PROPOSED BUDGET														
23	1.0 OPERATION & MAINTENANCE (CONTRACT REPAIRS, PREVENTATIVE MAINTENANCE, SERVICES) (NOT FOR PURCHASES OF EQUIPMENT OR SUPPLIES)														
24	1.1 UTILITIES (ELECTRICITY, GAS, WATER, TELEPHONE, INTERNET AND INTERNET PLUG INS)														
25	1.1.1 KVFD		\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,800.00
26	1.1.2 PVFD														\$0.00
27	1.1.3														\$0.00
28	1.1.4 ESD # 1 ADMINISTRATIVE INTERNET EXPENSE														\$0.00
29	1.1.4.1 ESD # 1														
30	1.2 FUEL (PLANSI INF, DIESEL, & VEICULAR EXP)														
31	1.2.1 KVFD		#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	\$0.00.00
32	1.2.2 PVFD														\$0.00
33	1.2.3 ESD# 6														\$0.00

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	A	B	C	D	E	F	G	H	I	J	K	M	N	O	F
		PROPOSED BUDGET FOR 2008-2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE
34	PROPOSED BUDGET CONTINUED														
35	1.3 REPAIRS (INCLUDES TRUCKS, PUMPS, HOSES, ETC. CERTIFICATION OF FIRE APPARATUS)														
36	1.3.1 EQUIPMENT														
37	1.3.1.1 KVFD		#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	(\$4,000.00)
38	1.3.1.1.1 CERTIFICATION OF FIRE APPARATUS														\$2,700.00
39	1.3.1.1.2 PREVENTATIVE MAINTENANCE (OIL & FILTERS)														\$2,800.00
40	1.3.1.2 PVFD														\$0.00
41	1.3.1.2.1 CERTIFICATION OF FIRE APPARATUS														
42	1.3.1.2.2 PREVENTATIVE MAINTENANCE (OIL & FILTERS)														
43															
44	1.3.2 EQUIPMENT (FIRE APPARATUS ADDED) (Generators, Hoses, Nozzles, Poles, Etc.)														
45	1.3.2.1 KVFD														\$4,800.00
46	1.3.2.2 PVFD														\$0.00
47															
48	1.3.3 EQUIPMENT, COMMUNICATION (Radios, Cell Phones, Pagers)														
49	1.3.3.1 KVFD (RADIOS)														\$1,800.00
50	1.3.3.2 PVFD (RADIOS)														\$0.00
51															
52	1.3.3.3 PAGERS & CELL PHONES & INTERNET PLUG-INS														
53	1.3.3.3.1 KVFD (PAGERS, CELL PHONES, & INTERNET PLUG-INS)														\$0.00
54	1.3.3.3.2 PVFD (PAGERS, CELL PHONES, & INTERNET PLUG-INS)														\$0.00
55															
56	1.3.4 EQUIPMENT PERSONAL PROTECTION (INCLUDES SCBA CERTIFICATION AND INSPECTION)														
57	1.3.4.1 SCBA'S														
58	1.3.4.1.1 KVFD														\$1,000.00
59	1.3.4.1.1.1 CERTIFICATION OF SCBA SETS														
60	1.3.4.1.2 PVFD														\$0.00
61	1.3.4.1.2.1 CERTIFICATION OF SCBA SETS														
62															
63	1.3.4.2 EXTERNAL PROTECTIVE (BUNKER SETS) (INCLUDES BUNKER SUITS CERTIFICATION AND INSPECTION)														
64	1.3.4.2.1 KVFD														\$600.00
65	1.3.4.2.1.1 CERTIFICATION AND INSPECTION														
66	1.3.4.2.2 PVFD														\$0.00
67	1.3.4.2.2.1 CERTIFICATION AND INSPECTION														
68															
69	1.3.5 EQUIPMENT SMALL TOOLS (Shovels, Poles, Composites, Etc.)														
70	1.3.5.1 KVFD														\$1,200.00
71	1.3.5.2 PVFD														\$0.00

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	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
72	PROPOSED BUDGET CONTINUED	PROPOSED BUDGET FOR 2008-2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE
	1.3.6 COMPUTERS														
73															
74	1.3.6.1 KVFD														\$1,000.00
75	1.3.6.2 PVFD														\$0.00
76	1.3.6.3 ESD#1														\$0.00
77															
78	1.3.7 BUILDINGREPAIRS (Contracted Services)														
79	1.3.7.1 KVFD														\$6,000.00
80	1.3.7.3 ESD # 1														\$0.00
81	PROPOSED BUDGET CONTINUED	PROPOSED BUDGET FOR 2008-2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE
82	1.4 INSURANCE														
83	1.4.1 VEHICLE & BUILDINGS														
84	1.4.1.1 KVFD														\$0.00
85	1.4.1.2 PVFD														\$0.00
86	1.4.1.3 ESD #1														\$0.00
87															
88	1.4.2 CORPORATE														
89	1.4.2.1 ESD#1														\$0.00
90															
91	1.4.3 WORKMEN'S COMP														
92	1.4.3.1 ESD#1														\$0.00
93															
94	1.5 DEBT SERVICE														
95	1.5.1 DEBT RETIREMENT REAL PROPERTY														
96	1.5.1.1 ESD#1														\$0.00
97	1.5.1.1.1 KVFD														\$0.00
98	1.5.1.1.2 PVFD														\$0.00
99															
100	1.5.2 DEBT RETIREMENT VEHICLE														
101	1.5.2.1 KVFD														\$0.00
102	1.5.2.2 PVFD														\$0.00
103	1.5.2.3 ESD #1														\$0.00
104															
105	TOTAL PROPOSED O&M FOR 2008	\$0.00													#####
106															

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		PROPOSED BUDGET FOR 2008- 2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE	
107	PROPOSED BUDGET CONTINUED															
108	2. ADMINISTRATION															
109	2.1 SECRETARIAL (HOURLY)															
110	2.1.1 ESD#1														\$0.00	
111																
112	2.2 MEMBERSHIP DUES, LIBRARY SUBSCRIPTIONS ECT. (MEMBERSHIP DUES RECURRING EVERY YEAR)															
113	2.2.1 KVFD														\$0.00	
114	2.2.2 PVFD														\$0.00	
115	2.2.3 ESD#1														\$0.00	
116																
117	2.3 CONTRACTED SERVICES															
118	2.3.1 APPRAISAL DISTRICT GATHERING FEES															
119	2.3.1.1 ESD#1														\$0.00	
120	2.3.2 ANNUAL AUDIT															
121	2.3.2.1 ESD#1														\$0.00	
122	2.3.3 LEGAL															
123	2.3.3.1 KVFD															
124	2.3.3.2 PVFD															
125	2.3.3.3 ESD#1														\$0.00	
126																
127	2.3.4 POST OFFICE (MAIL BOX, POSTAGE)															
128	2.3.4.1 ESD#1 Yearly Rent For P.O. Box														\$0.00	
129	2.3.4.2 ESD # 1 POSTAGE (Stamps)														\$0.00	
130																
131	2.4 OFFICE SUPPLIES (ADMINISTRATIVE ITEMS REQUIRED TO OPERATE AN OFFICE OR A BUILDING, INCLUDING CLEANING SUPPLIES)															
132	2.4.1 KVFD														\$1,200.00	
133	2.4.2 PVFD														\$0.00	
134	2.4.3 ESD#1														\$0.00	
135																
136	2.5 ELECTRONIC EQUIPMENT (TELEPHONES, COMPUTERS, PRINTERS, MULTICOPY CALCULATORS, SOFTWARE & SOFTWARE UPDATES, ETC.)															
137	2.5.1 KVFD														\$0.00	
138	2.5.2 PVFD														\$0.00	
139	2.5.3 ESD#1														\$0.00	
140																

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	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
		PROPOSED BUDGET FOR 2008- 2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE
141	PROPOSED BUDGET CONTINUED														
	2.6 OFFICE EXPENSE (THINGS REQUIRED TO MANAGE AN OFFICE, I.E. PENS, PAPER, ECT)														
142															
143	2.6.1 KVFD														\$600.00
144	2.6.2 PVFD														\$0.00
145	2.6.3 ESD#1														\$0.00
146															
147															
148	2.7 ESD#1 COMMISSIONERS SHIRTS														
149															
150	TOTALS PROPOSED ADMINISTRATION FOR 2008	\$0.00													\$0.00

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	A	B	C	E	F	G	H	I	J	K	L	M	N	O	
		PROPOSED BUDGET FOR 2008- 2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE
151	PROPOSED BUDGET CONTINUED														
	3. PLANNING/GOALS														
152	(Allocation, Justify and Prioritize Each Category)														
153	3.1 EQUIPMENT PURCHASES														
	3.1.1 COMMUNICATION EQUIPMENT														
154	(Radios, pagers & tel. phones)														
155	3.1.1.1 KVFD														
156	3.1.1.2 PVFD														
157	3.1.1.3 ESD#1														
158															
	3.1.2 PERSONAL PROTECTIVE EQUIPMENT														
159	(SCBA's, Cascade Systems, Cascade Air Compressor, External Protector Bunker Suits and Darts)														
160	3.1.2.1 KVFD														
161	3.1.2.2 PVFD														
162															
	3.1.3 FIRE APPARATUS, AND ASSOCIATED EQUIPMENT AND VEHICULAR SUPPLIES														
163															
164	3.1.3.1 KVFD														
165	3.1.3.2 PVFD														
166															
	3.1.4 SMALL TOOLS (Rescue Tools, Saws, Generators, Fans, Cameras, Etc.)														
167															
168	3.1.4.1 KVFD														
169	3.1.4.2 PVFD														
170															
	3.1.5 COMPUTERS (Software, hardware, printers & accessories)														
171															
172	3.1.5.1 KVFD														
173	3.1.5.2 PVFD														
174	3.1.5.3 ESD#1														
175															
	3.2 LAND & DEVELOPMENT (Expansion, Justify and Prioritize Each Category)														
176															
	3.2.1 Office Furniture														
177															
178	3.2.1.1 KVFD														
179	3.2.1.2 PVFD														
180	3.2.1.3 ESD#1														
181															
	3.2.2 Land Acquisition														
182															
183	3.2.2.1 KVFD														
184	3.2.2.2 PVFD														
185	3.2.2.3 ESD #1														
186															

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	A	B	C	E	F	G	H	I	J	K	M	N	O		
		PROPOSED BUDGET FOR 2008- 2009	OCT.	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE
187	PROPOSED BUDGET CONTINUED														
188	3.2.3 Building Expansion														
189	3.2.3.1 KVFD														
190	3.2.3.2 PVFD														
191	3.2.3.3 ESD #1														\$0.00
192															
	3.3 GRANTS (Expense)														
193	Most have approval of ISO for prior to working.														
194	3.3.1 State														
195	3.3.1.1 KVFD														
196	3.3.1.2 PVFD														
197															
198	3.3.2 Home Land Security/FEMA														
199	3.2.2.1 KVFD														\$0.00
200	3.2.2.2 PVFD														\$0.00
201															
202	3.4 EDUCATION														
203	3.4.1 KVFD Training (Please break out each category)														
204	3.4.1.1 Initial														\$0.00
205	3.4.1.2 Refresher														
206	3.4.1.3 OSHA														
207	3.4.1.4 NFPA														
208	3.4.1.5 Local														
209	3.4.1.6 State														\$150.00
210	3.4.1.7 Training Aids (DVD's, Video's, books, training aids, etc)														\$1,500.00
211	3.4.1.8 Travel Expenses Associated With Training														\$1,200.00
212	3.4.2 PVFD Training														
213	3.4.2.1 Initial														\$0.00
214	3.4.2.2 Refresher														
215	3.4.2.3 OSHA														
216	3.4.2.4 NFPA														
217	3.4.2.5 Local														
218	3.4.2.6 State														
219	3.4.2.7 Training Aids (DVD's, Video's, books, training aids, etc.)														\$0.00
220	3.4.2.8 Travel Expenses Associated With Training														\$0.00
221	3.4.3 ESD # 1														
	3.4.3.1 Training, Required or Recurring (IAW Texas Health and Safety Code 775 (Seminars and Workshops)														\$0.00
223	3.4.3.2 Travel Expenses Associated with Training														\$0.00
224	TOTAL PROPOSED PLANNING AND GOALS FOR 2008	\$0.00													\$0.00

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	A	B	C	E	F	G	H	I	J	K	M	N	O	
225														
		PROPOSED BUDGET FOR 2008-2009											BUDGET LINE NUMBER BALANCE	
226	PROPOSED BUDGET CONTINUED		OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT
227														
228	4.0 RESERVE FUNDS													
229	4.1 Savings												\$0.00	
230	TOTALS RESERVE FUNDS												\$0.00	
231														
232														
	ESD # 1 TOTAL PROPOSED INCOME FROM TAXES FOR 2008													
233														
234														
	ESD# 1 PROPOSED INCOME PLUS MISC. INCOME FOR 2008												\$0.00	
235														
236														
237	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	

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	A	B	C	L	E	F	G	H	I	J	K	L	M	N	O	P
		PROPOSED BUDGET FOR 2008- 2009	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	BUDGET LINE NUMBER BALANCE	
238	PROPOSED 2008 BUDGET TOTALS															
239																
240	KVFD O&M BUDGET INFORMATION	\$0.00	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	(\$4,000.00)
241	KVFD ADMIN BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	KVFD PLANNING & GOALS BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	TOTAL PROPOSED KVFD BUDGET FOR 2008	\$0.00	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	(\$4,000.00)
244																
245	PVFD O&M BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	PVFD ADMIN BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
247	PVFD PLANNING & GOALS BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	TOTAL PROPOSED PVFD BUDGET FOR 2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
249																
250																
251	ESD#1 O&M BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
252	ESD#1 ADMIN BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
253	ESD#1 PLANNING AND GOALS BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
254	TOTAL PROPOSED 2008 ESD#1 BUDGET INFORMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
255																
256	PROPOSED 2008 RESERVE FUNDS	\$0.00						\$0.00								\$0.00
257																
258	TOTAL PROPOSED ESD # 1 BUDGET FOR 2008	\$0.00														\$0.00
259																
260	TOTAL PROPOSED/ACTUAL EXPENSES 2008		#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	\$4,000.00
261																

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	A	B	C	E	F	G	H	I	J	K	M	N	O
262	PRIORITIES EXPLAINED:												
263	(1) Priority # 1 Shortage of a service, an item of equipment, a training requirement or a process that without the service item, training requirement or a process that will effect safety and or environment of fir personnel and stop the <u>mission immediately.</u>												
264													
265	(2) PRIORITY #2 Shortage of a service an item of equipment, a training requirement or a process that without the service, item, training requirement or a process that will severely effect the performance of ou:mission by 50% or more.												
266													
267	(3) Priority # 3 shortage of a service, an item of equipment, a training requirement or a process that without the service, item, training requirement or a process may limit our mission												
268													
269	(4) Priority # 4 Nice to have items: Shortage of these items, equipment, training equipment, training requirement or process will significantly cripple the performance of our mission. But if the item weæ on hand may increase the district's or departments performance by a significant percentage in the performance of ou mission.												
270													
271	(5) PRIORITY #5: Nice to have items. May need to be onnext years budget if and when it becomes a priority. # 1,2,or 3.												
272													
273	AS OF May 20, 2008												

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	A	B	C	E	F	G	H	I	J	K	L	M	N	O	P
274															
275	Explanation: This may help understand the value in this type of budget format														
276	Section One (1.0) is for obtaining services, such as contract maintenance, and any repair of an item or a vehicle, or an equipment item attached to or used in connection with the fire apparatus. The only product or material item that will be purchased on any line item that is (1.0) will be purchased by ESD# 1 such as utilities, motor fuel products. Also, ESD # 1 will pay the regular monthly debt retirement service, and insurance. Example, if a hand held radio is inoperative, and it needs a battery, that would not be charged out to any line item that begins with (1.0), however,														
277															
278															
279															
280	SECTION TWO (2.0) Section two is for things and or services that pertain to operating an office. Also, fees, membership dues, postage, post office box rent and other various supplies will be charged out to section (2.0). If we need to repair an office computer or a laptop, we would charge it out to line item # 2.5, if we needed to purchase a new office computer, it would be charged out to line item 3.1.5, like Section One, Section Two is for repairs and also purchase of supplies that are needed to operate an office.														
281															
282															
283	SECTION THREE (3.0) is for purchase of all other items required to operate a fire department, ect. Land and buidng development is also section three.														
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	A	B	C	E	F	G	H	I	J	K	M	N	O	P
286	SIGNATURE PAGE													
287														
288														
289	Jay Petty, PRESIDENT													
290	APPROVE [] DISAPPROVE [] DATE:													
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292														
293														
294	Harrison Sloan, TREASURER													
295	APPROVE [] DISAPPROVE [] DATE:													
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298														
299	Bill Spae, VICE PRESIDENT													
300	APPROVE [] DISAPPROVE [] DATE:													
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304	Frank Steed, SECRETARY													
305	APPROVE [] DISAPPROVE [] DATE:													
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307														
308														
309	David Foreman, ASSISTANT TREASURER													
310	APPROVE [] DISAPPROVE [] DATE:													
311														

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