

UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 1

SEPTEMBER 13, 2021

7:00 P.M.

MINUTES

The regular meeting of the Upshur County Emergency Services District No. 1 Board of Directors was held on September 13, 2021, at the Gilmer Fire Station, 120 Henderson, Gilmer, Texas.

- 1) **Open meeting.** The meeting was opened at 7:00 p.m. by Michael Kuza.
- 2) **Call to order.** Michael Kuza called the meeting to order. Prayer was led by Michael Kuza.
- 3) **Determine quorum present.** Michael Kuza determined a quorum was present with Michael Kuza, Gary Smith, David Tackett and Cloddie Henson being present.
- 4) **Read and approve the minutes from the Regular meeting held August 9, 2021, the Special meeting held August 26, 2021, and the Special meeting held August 31, 2021.** Motion was made by David Tackett and second by Cloddie Henson to approve the minutes from the Regular meeting held August 9, 2021, the Special meeting held August 26, 2021, and the Special meeting held August 31, 2021. Motion carried 4-0. Unanimous vote in favor.
- 5) **Public Comment.** Chief Taylor with the Gilmer Fire Department talked about pump tests, SCBA tests to be held September 22 and 23, 2021.
- 6) **Discuss and take action on adopting a policy regarding bank notes for fire departments in the ESD #1.** Motion was made by Cloddie Henson and second by David Tackett to adopt a policy regarding bank notes for fire departments in the ESD #1. Motion carried 4-0. Unanimous vote in favor. A copy of the policy is attached hereto.
- 7) **Discuss and take action on repairs to the 2003 West Mountain truck.** No action taken.
- 8) **Discuss and take action on repairs to the 1982 West Mountain truck.** No action taken.
- 9) **Discuss and take action on the bill submitted by Glenwood VFD for truck decals.** No action taken.
- 10) **Discuss and take action on contract with Lafayette Civic Committee for use of land and old Lafayette VFD building as a fire station.** No action taken.
- 11) **Discuss and take action on the Contract for Dispatching Services with the City of Gilmer.** Motion by David Tackett and second by Cloddie Henson to execute the Contract for Dispatching Services with the City of Gilmer in the amount of 36,000.00 to be paid in

monthly installments of \$3,000.00. Motion carried 4-0. Unanimous vote in favor. A copy of said contract is attached hereto.

12) Discuss and take action on the Contracts for Firefighting Services with the City of Gilmer, City of Big Sandy, and City of Gladewater. Motion by Cloddie Henson and second by David Tackett to execute the Contracts for Firefighting Services with the City of Gilmer in the annual amount of \$90,000.00, City of Big Sandy in the annual amount of \$30,000.00, and the City of Gladewater in the annual amount of \$44,000.00, to be paid in quarterly installments. Motion carried 4-0. Unanimous vote in favor. A copy of said contracts are attached hereto.

13) Discuss and take action on Contracts for Firefighting Services with Bettie VFD, East Mountain VFD, Ewell VFD, Glenwood VFD, Harmony VFD, Pleasant Grove VFD, Pritchett VFD, Simpsonville VFD, and West Mountain VFD. Motion by Cloddie Henson and second by David Tackett to execute the Contracts for Firefighting Services with the departments as follows. Motion carried 4-0. Unanimous vote in favor.

Bettie VFD \$40,600.00
East Mountain VFD \$42,120.00
Ewell VFD \$42,450.00
Glenwood VFD \$43,860.00
Harmony VFD \$41,000.00
Pleasant Grove VFD \$40,034.00
Pritchett VFD \$47,427.00
Simpsonville VFD \$46,050.00
West Mountain VFD \$48,490.00

A copy of said contracts are attached hereto.

14) Discuss and take action regarding the ESD Board member to replace David Tackett at the end of his term. No action taken.

15) Pay the City of Gilmer for dispatching services for the month of August, 2021. Motion by David Tackett and second by Cloddie Henson to pay the City of Gilmer for dispatching services for the month of August, 2021 in the amount of \$3,000.00. Motion carried 4-0. Unanimous vote in favor.

16) Pay the fourth quarterly installment to the Upshur County Appraisal District. Motion by Gary Smith and second by Cloddie Henson to pay the fourth quarterly installment in the amount of \$6,822.49 to the Upshur County Appraisal District. Motion carried 4-0. Unanimous vote in favor.

17) Pay the fourth quarterly installments to the contracting city departments. Motion was made by David Tackett and second by Cloddie Henson to pay the City of Gilmer in the amount of \$22,500.00, City of Ore City in the amount of \$12,500.00, City of Big Sandy in

the amount of \$7,500.00, and the City of Gladewater in the amount of \$11,000.00. Motion carried 4-0. Unanimous vote in favor.

18) Pay bills for the Upshur County Emergency Services District as submitted and approved.

Motion was made by David Tackett and second by Cloddie Henson to pay the following bills as submitted. Motion carried 4-0. Unanimous vote in favor.

Fire Trucks of Texas	\$15,000.00
ETEX Telephone	\$ 104.95
Terri Ross (August Bookkeeping/Clerical)	\$ 750.00

19) Pay bills for the individual fire departments excluding Bettie, Diana and Simpsonville as submitted and approved. Motion by David Tackett and second by Cloddie Henson to pay the following bills to the rural fire departments as submitted and approved. Motion carried 4-0. Unanimous vote in favor.

East Mountain VFD	\$ 3,107.67
Ewell VFD	\$ 11,192.59
Glenwood VFD	\$ 877.69
Harmony VFD	\$ 2,074.84
Pleasant Grove VFD	\$ 6,085.48
Pritchett VFD	\$ 1,025.34

20) Pay bills for Bettie VFD as submitted and approved. Motion by Gary Smith and second by Cloddie Henson to pay Bettie VFD bills in the amount of \$1,794.71. Motion carried 3-0 with Michael Kuza abstaining.

21) Pay bills for Diana VFD as submitted and approved. Motion by Cloddie Henson and second by Gary Smith to pay Diana VFD bills in the amount of \$3,865.08. Motion carried 3-0 with David Tackett abstaining.

22) Pay bills for Simpsonville VFD as submitted and approved. Motion by Gary Smith and second by David Tackett to pay Simpsonville VFD in the amount of \$41,214.16 and \$8,881.00 (remaining building fund). Motion carried 3-0 with Cloddie Henson abstaining.

23) Take action on any insurance claim pay outs to rural departments. No action taken.

24) Discuss and take action on any grant reimbursement requests submitted. Motion by Gary Smith and second by Cloddie Henson to reimburse West Mountain VFD in the amount of \$1,995.31 which represents 10% of the amount spent by West Mountain VFD for fire and rescue equipment. Motion carried 4-0. Unanimous vote in favor.

See copy of Grant attached hereto.

25) **Budget Amendments.** Motion by Gary Smith and second by Cloddie Henson to make the following budget amendments.

- a) Transfer \$860.73 from Unbudgeted Surplus to Property Casualty Insurance line item;
and
- b) Transfer \$19,925.00 from East Mountain VFD expenses to Accounts Receivable to bring their budget balance to \$29,030.23.

Motion carried 4-0. Unanimous vote in favor.

26) **Items to be considered for next month's agenda.**

27) **Adjournment.** Motion by David Tackett and second by Cloddie Henson to adjourn. Motion carried 4-0. Unanimous vote in favor.

Michael Kyp
Presiding Officer Signature
Title: Secretary

Date: 10-11-21



UPSHUR COUNTY ESD #1

Policy for: Assuming and/or paying bank notes by Upshur County ESD #1

Policy number: 1

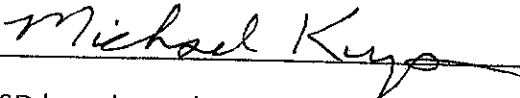
Title: Policy for creating/assuming new loans for VFD's

General description/purpose: For years volunteer fire departments in Upshur County have gone to banks and taken out loans for various reasons. This action was done with only a copy of the individual departments meeting minutes stating they wanted the loan. With the formation of the ESD departments would turn in their monthly receipts, including loan payments, for reimbursement from their allotted budget from tax dollars collected by the county. Problems have developed over the years with departments borrowing more money than they can afford and borrowing money for items that were not in the best interest of furthering the department's progress. Problems have also come up with departments borrowing large amounts of money without the approval of the ESD board. Ultimately, when an individual VFD takes out a large bank loan without the consideration of the other needs in the county all the other VFD's suffer the consequences.

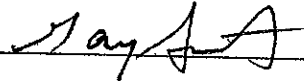
As per the Health and Safety Code Subchapter E Sec, 775.073(1)(d) "any property, including an interest in property, purchased or leased using district funds, wholly or partly, must remain the property of the district, regardless of whether the property is used by a third property under the contract for services or otherwise until the property is disposed of in accordance with Section 775.0735". Having cited this it must be understood that the Upshur County ESD #1 Board has a duty to make sure that taxpayer dollars are spent wisely and to oversee that each department uses due diligence to make sure they can pay for loans along with their other financial obligations with the money that is budgeted to that department.

Going forward: From October 1, 2021, going forward, it is the policy of the Upshur County ESD #1 that any volunteer fire department desiring to take out a loan follow the procedure as follows:

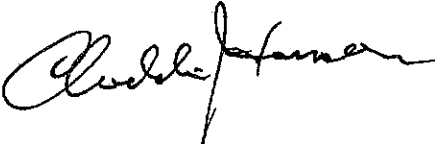
- 1) Present the basic reason for taking out a new loan
- 2) Provide written documentation requested by the board for the loan such as:
 - a) Bid sheet from builder breaking down construction costs
 - b) Price sheet from salesman with specifics on vehicle purchased (amenities, options, etc.)
 - c) If purchasing used equipment in need of repair, you must present specific plan of how those repairs will be done and financed
 - d) Loan documentation from the lender showing terms of the note
- 3) Written approval letter signed by at least 3 board members to provide the lending institution



ESD board member



ESD board member





ESD board member

**FIRE PROTECTION AGREEMENT
CITY OF GLADEWATER AND THE UPSHUR COUNTY
EMERGENCY SERVICES DISTRICT #1
AS AGENT FOR THE CITY OF UNION GROVE**

State of Texas
County of Gregg/Upshur

This agreement made and entered into this the 19 day of August, 2021, by and between the City of Gladewater, Texas, a Municipal Corporation of the State of Texas (hereinafter called "Gladewater") and the Upshur County Emergency Services District #1, as agent for the City of Union Grove, an agency of Upshur County of the State of Texas (hereinafter called "Fire Commission Board") an agreement concerning fire protection services each acting herein by and through its duly authorized officials;

Witnesseth

Whereas, Gladewater is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires, and has in its employ persons trained in the use of such equipment, and the same being and composing the Fire Department of Gladewater; and

Whereas, the Upshur County Fire Commission Board, as agent for the City of Union Grove, is desirous of obtaining such services for the citizens of the incorporated city limits of Union Grove, Texas, and Gladewater is willing to provide such services as hereinafter set forth; and

Whereas, Gladewater will cause its Fire Department to respond to fires occurring outside the corporate limits of Gladewater, Texas and inside the Gladewater service area of Union Grove, Texas, by dispatching its fire fighting equipment and personnel to such fires;

Now therefore, for and in consideration of the presides and of mutual benefits to be derived by each of the parties hereto, which said parties now agree to be a valuable and sufficient consideration, said parties agree and covenant upon the terms and conditions as follows:

**Section I
Fire Service**

Gladewater will provide fire equipment and services to points in incorporated city limits of Union Grove, Texas, which are outside the city limits of Gladewater on calls made to the Gladewater Division of Emergency Services, nothing in this contract will require Gladewater to perform such services in another incorporated town or village.

The Department further agrees to implement and follow the "Upshur County Emergency Services District Guidelines for Member Department Funding October 2015", which are attached hereto and incorporated herein as Exhibit "A", with noted exception.

Section II Payments

In consideration of such services, the Fire Commission Board for Union Grove, Texas will pay Gladewater the sum of not less than \$ 10,000.00 per year, such payment to be paid in equal quarterly installments with the first payment due and payable on January 1, 2022.

Section III Liability

Gladewater shall be liable for all acts or omissions and the Fire Commission Board will assume no responsibility for such acts and omissions by the Department as such potential liability relates to travel to or from the scene of any fire fighting activity or assistance that Gladewater give to the Fire Commission Board or an entity thereof as a result of this contract. Otherwise, Gladewater accepts no responsibility for acts and omissions during such fire fighting activities or assistance.

Section IV Limitations

Gladewater reserves the right to refuse to answer any call pursuant to this agreement in the event the Fire Chief of Gladewater or his designate shall determine that the health, safety and welfare of the citizens of Gladewater would be endangered by the dispatching of men and equipment outside its corporate limits.

The Fire Chief of Gladewater or his designate shall be sole judge of the type and amount of equipment and manpower dispatched to calls pursuant to this agreement, and said Chief or his designate shall be in charge of the fire fighting technique used in response to any of said calls.

Section V Effective Date

The effective date of this agreement shall be upon passage by both parties and shall remain in full force and effect until September 30, 2022. Said agreement shall be renegotiated before expiration of the current agreement.

In witness whereof, the City of Gladewater, Texas has executed these presents by its Mayor, thereunto duly authorized, and has executed the seal of the City of Gladewater, Texas to be hereunto affixed, and the Upshur County Fire Commission Board, Texas has executed these presents by its chairman, thereunto duly authorized, on this the _____ day of _____, 2021.

CITY OF GLADEWATER



JD SHIPP, MAYOR

ATTEST:



JUDY VAN HOUTEN, CITY CLERK

UPSHUR COUNTY EMERGENCY
SERVICES DISTRICT #1
BOARD OF DIRECTORS

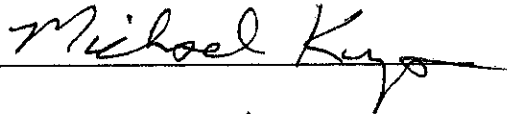








EXHIBIT "A"

UPSHUR COUNTY EMERGENCY SERVICES DISTRICT
GUIDELINES FOR MEMBER DEPARTMENT FUNDING
OCTOBER 2015
(With noted exception.)

THESE GUIDELINES REPRESENT THE MINIMUM REQUIREMENTS FOR AN UPSHUR COUNTY FIRE DEPARTMENT. THIS FUNDING STANDARD WAS PLACED IN EFFECT BY THE ESD BOARD ON OCTOBER 1, 2015.

EACH DEPARTMENT MUST HAVE A MINIMUM OF:

- Four (4) firefighters who are able to do interior firefighting
- One (2) functional, in service, fire engine
- One (1) tanker with minimum 3,000 gallons of water capacity and a 250 GPM pump
- Two (2) brush trucks with minimum 250 gallons capacity and a 100 GPM pump (Exception: Gladewater Fire Department is only required to have one (1) brush truck.)
- Four (4) certified SCBA's and a spare bottle for each pack
- Department will be required to submit monthly Incident Reports to the Texas Forest Service
- Department will be required to have a minimum of two (2) meetings a month

**FIRE PROTECTION AGREEMENT
CITY OF GLADEWATER AND THE UPSHUR COUNTY
EMERGENCY SERVICES DISTRICT #1**

State of Texas
County of Gregg/Upshur

This agreement made and entered into this the 19 day of August, 2021, by and between the City of Gladewater, Texas, a Municipal Corporation of the State of Texas (hereinafter called "Gladewater") and the Upshur County Emergency Services District #1, an agency of Upshur County of the State of Texas (hereinafter called "Fire Commission Board") an agreement concerning fire protection services each acting herein by and through its duly authorized officials;

Witnesseth

Whereas, Gladewater is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires, and has in its employ persons trained in the use of such equipment, and the same being and composing the Fire Department of Gladewater; and

Whereas, the Upshur County Fire Commission Board, is desirous of obtaining such services for the citizens of the incorporated city limits of Union Grove, Texas, and Gladewater is willing to provide such services as hereinafter set forth; and

Whereas, Gladewater will cause its Fire Department to respond to fires occurring outside the corporate limits of Gladewater, Texas and inside the Gladewater service area of Upshur County, Texas, by dispatching its fire fighting equipment and personnel to such fires;

Now therefore, for and in consideration of the presides and of mutual benefits to be derived by each of the parties hereto, which said parties now agree to be a valuable and sufficient consideration, said parties agree and covenant upon the terms and conditions as follows:

**Section I
Fire Service**

Gladewater will provide fire equipment and services to points in its service area of Upshur County, Texas, which are outside the city limits of Gladewater on calls made to the Gladewater Division of Emergency Services, nothing in this contract will require Gladewater to perform such services in another incorporated town or village.

The Department further agrees to implement and follow the "Upshur County Emergency Services District Guidelines for Member Department Funding October 2015", which are attached hereto and incorporated herein as Exhibit "A", with noted exception.

Section II Payments

In consideration of such services, the Fire Commission Board for Upshur County Emergency Services District #1 will pay Gladewater the sum of not less than \$34,000.00 per year, such payment to be paid in equal quarterly installments with the first payment due and payable on January 1, 2022.

Section III Liability

Gladewater shall be liable for all acts or omissions and the Fire Commission Board will assume no responsibility for such acts and omissions by the Department as such potential liability relates to travel to or from the scene of any fire fighting activity or assistance that Gladewater give to the Fire Commission Board or an entity thereof as a result of this contract. Otherwise, Gladewater accepts no responsibility for acts and omissions during such fire fighting activities or assistance.

Section IV Limitations

Gladewater reserves the right to refuse to answer any call pursuant to this agreement in the event the Fire Chief of Gladewater or his designate shall determine that the health, safety and welfare of the citizens of Gladewater would be endangered by the dispatching of men and equipment outside its corporate limits.

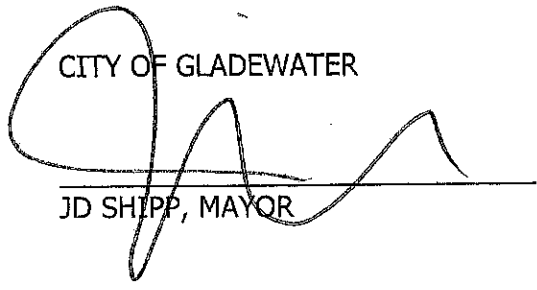
The Fire Chief of Gladewater or his designate shall be sole judge of the type and amount of equipment and manpower dispatched to calls pursuant to this agreement, and said Chief or his designate shall be in charge of the fire fighting technique used in response to any of said calls.

Section V Effective Date

The effective date of this agreement shall be upon passage by both parties and shall remain in full force and effect until September 30, 2022. Said agreement shall be renegotiated before expiration of the current agreement.

In witness whereof, the City of Gladewater, Texas has executed these presents by its Mayor, thereunto duly authorized, and has executed the seal of the City of Gladewater, Texas to be hereunto affixed, and the Upshur County Fire Commission Board, Texas has executed these presents by its chairman, thereunto duly authorized, on this the _____ day of _____, 2021.

CITY OF GLADEWATER



Handwritten signature of JD Shipp, Mayor, written over a horizontal line.

JD SHIPP, MAYOR

ATTEST:



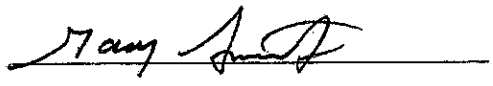
Handwritten signature of Judy Van Houten, City Clerk, written over a horizontal line.

JUDY VAN HOUTEN, CITY CLERK

UPSHUR COUNTY EMERGENCY
SERVICES DISTRICT #1
BOARD OF DIRECTORS



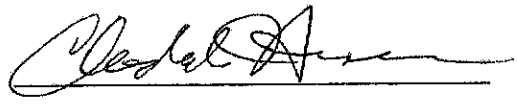
Handwritten signature of Michael Kupa, written over a horizontal line.



Handwritten signature of Gary Smith, written over a horizontal line.



Handwritten signature of Dean Jackson, written over a horizontal line.



Handwritten signature of Chadler, written over a horizontal line.

EXHIBIT "A"

UPSHUR COUNTY EMERGENCY SERVICES DISTRICT
GUIDELINES FOR MEMBER DEPARTMENT FUNDING
OCTOBER 2015
(With noted exception.)

THESE GUIDELINES REPRESENT THE MINIMUM REQUIREMENTS FOR AN UPSHUR COUNTY FIRE DEPARTMENT. THIS FUNDING STANDARD WAS PLACED IN EFFECT BY THE ESD BOARD ON OCTOBER 1, 2015.

EACH DEPARTMENT MUST HAVE A MINIMUM OF:

- Four (4) firefighters who are able to do interior firefighting
- One (2) functional, in service, fire engine
- One (1) tanker with minimum 3,000 gallons of water capacity and a 250 GPM pump
- Two (2) brush trucks with minimum 250 gallons capacity and a 100 GPM pump
(Exception: Gladewater Fire Department is only required to have one (1) brush truck.)
- Four (4) certified SCBA's and a spare bottle for each pack
- Department will be required to submit monthly Incident Reports to the Texas Forest Service
- Department will be required to have a minimum of two (2) meetings a month

**AGREEMENT BETWEEN UPSHUR COUNTY EMERGENCY SERVICES DISTRICT #1
AND THE CITY OF GILMER REGARDING DISPATCHING SERVICES FOR
THE MUNICIPAL AND RURAL FIRE DEPARTMENTS OF UPSHUR COUNTY**

Known by all men by this presence, we the undersigned, by affixing our signatures to the below written agreement, do agree to abide by the terms set forth below:

1. The City of Gilmer (Gilmer Fire Department) agrees to dispatch all county (municipal/rural) fire departments of ESD #1 to calls, or to request the need for Fire Services beginning **October 1, 2021** and ending **September 30, 2022**, unless sooner terminated pursuant to paragraph 10.
2. Radio dispatching for the Upshur County (municipal/rural) departments by the Gilmer Fire Department will be done on the designated channel to be dispatched.
3. The City of Gilmer will provide the dispatchers for the service of these dispatchers and will be under the supervision of the Fire Chief of the City of Gilmer.
4. The City of Gilmer will not accept any liability and will not be held accountable for the conduct of the Upshur County Fire Departments in answering calls and will be concerned only with acting in the capacity of passing on information for requests of fire service to the county fire units. The City of Gilmer will not be responsible for any liability arising out of any incident in connection with the fire service rendered by any Upshur County Fire Department in their jurisdiction(s).
5. It will be the responsibility of the county fire departments to keep the Gilmer Fire Department dispatchers informed as to their availability to calls, location(s) and status.
6. Any complaint with reference to the Gilmer Fire Department dispatchers will be submitted to the ESD #1 Board Members.
7. In case of urgent request for a change in procedure or a problem arising out of an emergency nature, the Gilmer Fire Chief or his designee shall be contacted by the party so requesting.
8. In the event of an increase of radio traffic on the Upshur County Fire Frequency, all traffic with other units will be conducted by any V Fire Channel.
9. The total cost of providing this service will be **\$36,000.00** per year. The total amount will be paid by the Upshur County Emergency Services District #1 to the City of Gilmer

on a monthly basis, which is **\$3,000.00**. These dispatching funds are paid to the City of Gilmer and shall be specifically earmarked for that service. Once received, the seven dispatchers shall receive disbursement for their services. Dispatching under this contract shall begin on October 1, 2021, and will continue to September 30, 2022, and will be subject to the cancellation of the contract pursuant to paragraph 10.

10. This agreement may be terminated upon written notice by either party to the other party, ninety (90) days before actual termination. Said notice shall be given to the City of Gilmer.

11. The foregoing constitutes the entire agreement of the parties regarding the subject matter and there are no oral or other provisions of this agreement except that the parties through their respective designees may negotiate and implement additional terms to clarify the manner and method of operation to carry out the terms of this agreement.

Witness the hands of the parties hereto, the _____ day of _____, 2021.

**UPSHUR COUNTY EMERGENCY SERVICES
DISTRICT #1**

CITY OF GILMER

Marc Nichols, President

City Mayor

David Tackett, Vice-President

City Manager

Michael Kuza, Secretary

Fire Chief

Gary Smith, Treasurer

City Attorney

Cloddie Henson, Member

CONTRACT FOR FIRE FIGHTING SERVICES

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR X

That the parties to this agreement are the UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 1, hereinafter referred to as the "Board", and the CITY OF BIG SANDY, hereinafter referred to as the "Department". Said contract shall be in full force and effect from **October 1, 2021 until September 30, 2022**. It is agreed by the parties that the Department shall provide fire fighting services as required within the boundaries of the Upshur County Emergency Services District No. 1 for the term of this contract in return for remuneration in the amount of **\$30,000.00** to be paid in equal quarterly installments, with the first payment due and payable on January 1, 2022.

The City of Big Sandy will provide the "Jaws of Life" equipment in the area of the Upshur County Emergency Services District No. 1. In addition, the City of Big Sandy will provide mutual aid assistance, when contacted by another fire department within Upshur County, to all areas of the Upshur County Emergency Services District No. 1.

The Board accepts no legal responsibility and shall not be held legally responsible for any acts or omissions on the part of the Department. The Department shall provide reasonable fire fighting services as stated herein.

The Department further agrees to implement and follow the "UPSHUR COUNTY EMERGENCY SERVICES DISTRICT GUIDELINES FOR MEMBER DEPARTMENT FUNDING OCTOBER, 2015", which are attached hereto and incorporated herein as Exhibit "A".

SIGNED AND ENTERED into this the _____ day of _____, 2021.

CITY OF BIG SANDY

By: _____
City Mayor

ATTEST:

City Secretary

UPSHUR COUNTY EMERGENCY
SERVICES DISTRICT NO. 1

Marc Nichols
President

David Tackett
Vice-President

Michael Kuza
Secretary

Gary Smith
Treasurer

Cloddie Henson
Member

**UPSHUR COUNTY EMERGENCY SERVICES DISTRICT
GUIDELINES FOR MEMBER DEPARTMENT FUNDING
OCTOBER, 2015**

THESE GUIDELINES REPRESENT THE MINIMUM REQUIREMENTS FOR AN UPSHUR COUNTY FIRE DEPARTMENT. THIS FUNDING STANDARD WAS PLACED IN EFFECT BY THE ESD BOARD ON OCTOBER 1, 2015.

EACH DEPARTMENT MUST HAVE A MINIMUM OF:

- . Four (4) firefighters who are able to do interior firefighting**
- . One (1) functional, in service, fire engine**
- . One (1) tanker with minimum 1,000 gallons of water capacity and a 250 GPM pump**
- . Two (2) brush trucks with minimum 250 gallons water capacity and a 100 GPM pump**
- . Four (4) certified SCBA's and a spare bottle for each pack**
- . Department will be required to submit monthly Incident Reports to the Texas Forest Service**
- . Department will be required to have a minimum of two (2) meetings a month**

CONTRACT FOR FIRE FIGHTING SERVICES

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR X

That the parties to this agreement are the UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 1, hereinafter referred to as the "Board", and the CITY OF GILMER, hereinafter referred to as the "Department". Said contract shall be in full force and effect from **October 1, 2021 until September 30, 2022**. It is agreed by the parties that the Department shall provide fire fighting services as required within the boundaries of the Upshur County Emergency Services District No. 1 for the term of this contract in return for remuneration in the amount of **\$90,000.00** to be paid in equal quarterly installments, with the first payment due and payable on January 1, 2022.

The City of Gilmer will provide the "Jaws of Life" equipment in the area of the Upshur County Emergency Services District No. 1. In addition, the City of Gilmer will provide mutual aid assistance, when contacted by another fire department within Upshur County, to all areas of the Upshur County Emergency Services District No. 1.

The Board accepts no legal responsibility and shall not be held legally responsible for any acts or omissions on the part of the Department. The Department shall provide reasonable fire fighting services as stated herein.

The Department further agrees to implement and follow the "UPSHUR COUNTY EMERGENCY SERVICES DISTRICT GUIDELINES FOR MEMBER DEPARTMENT FUNDING OCTOBER, 2015", which are attached hereto and incorporated herein as Exhibit "A".

SIGNED AND ENTERED into this the _____ day of _____, 2021.

CITY OF GILMER

By: _____
City Mayor

ATTEST:

City Secretary

UPSHUR COUNTY EMERGENCY
SERVICES DISTRICT NO. 1

Marc Nichols
President

David Tackett
Vice-President

Michael Kuza
Secretary

Gary Smith
Treasurer

Cloddie Henson
Member

UPSHUR COUNTY EMERGENCY SERVICES DISTRICT GUIDELINES FOR MEMBER DEPARTMENT FUNDING OCTOBER, 2015

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EACH DEPARTMENT MUST HAVE A MINIMUM OF:

- . Four (4) firefighters who are able to do interior firefighting**
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- . Four (4) certified SCBA's and a spare bottle for each pack**
- . Department will be required to submit monthly Incident Reports to the Texas Forest Service**
- . Department will be required to have a minimum of two (2) meetings a month**



For Internal Use Only:

Record ID #

APPLICATION FOR FIRE DEPARTMENT ASSISTANCE

RURAL VOLUNTEER FIRE DEPARTMENT ASSISTANCE PROGRAM

EQUIPMENT GRANTS

Name of Fire Department: **West Mountain VFD**

Physical Address: **7613 Pacal Rd** **Gilmer** **75645**
street address city zip code

Mailing Address: **932 Todd Rd** **Gilmer** **75645**
different mailing address city zip code

County: **Upshur** E-Mail Address: **westmtvfd1@gmail.com**

Department Phone Number: **903-239-2036** Fax Number:

Point of Contact: **Steven Bayne** Contact Phone Number: **903-239-2036**

Fire Department Officers:

Name	Title	Phone:	Cell:
Steven Bayne	Fire Chief	903-239-2036	
Rusty Fields	Assistant Chief		
	President		

Do you provide fire protection services to a designated primary protection area, identified by the county? Yes

State of Texas Charter Number: **0041241301**
Operating under a local government entity, please type "Under City, County, USD"

Federal Tax Identification Number: **749253668** Year Department was Created: **1978**

Membership: Number of Volunteers: **13**
Number of Paid Full-Time: **0**
Number of Paid Part-Time*: **0**

*Do not include part time members used in a pool to backfill other paid positions.

Population of the Primary 911 Protection Area: **850**

Please provide the following information regarding the nearest viable mutual-aid department.

Name of Mutual Aid Department: **East Mountain VFD**

Distance, in miles, to the nearest viable mutual aid department (station to station): **5**

Size of Primary 911 Protection Areas are computed from governmental utilities responsible for maintaining local map data. To learn how to verify the size of your protection area, or how to update this information, please visit: TexasFD.com/ProtectionAreas

Paid Positions include:
Firefighters, EMS, Administrative Personnel,
Fire Marshals, etc.

Personal Protective Equipment (PPE) Requests - Federal Funds (Optional):

Federal Funds are utilized to offer additional grant awards for personal protective equipment. If you would like to be considered for an award made through the use of federal funds, please complete the following:

DUNS #: SAM.GOV Registration Expiration Date: **12/21/21**
To obtain a DUNS number, call 1-866-705-5211 or visit: <http://fedgov.duns.com/velpform/>

Does the department serve a rural area or rural community with a population of 10,000 or less? Yes

Purchases made before a grant approval date are not eligible for reimbursement.

You may apply for multiple elements. Applications will remain on file until approved by TFS or cancelled in writing by the VFD.

Compressed Air Foam System (CAFS) options will be offered at the time of award for the following program elements: Water Tender, Large Brush Truck, Small Brush Truck, and Slip-On Units. CAFS Cost Share rate: 90% up to a maximum of \$18,000.

Manual calculation conversion: 90% = 0.9 75% = 0.75

(example: Estimated Cost for Tender is \$220,000, multiplied by 0.9 (90% TFS Cost Share); Requested Amount = \$198,000)

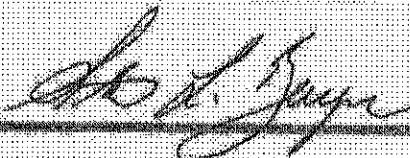
	Program Element	Estimated Total Cost	TFS Cost Share	Requested Amount	TFS Maximum Allowable Amount
	Water Tender		x 90%		\$220,000
	Large Brush Truck		x 90%		\$220,000
	Small Brush Truck		x 90%		\$100,000
	Truck Chassis Large		x 90%		\$90,000
	Truck Chassis Small		x 90%		\$50,000
	Slip-On Unit		x 90%		\$20,000
✓	Fire and Rescue Equipment	26604.15	x 75%	19953.11	\$20,000
	Personal Protective Equipment (PPE)		x 90%		\$15,000
	Training Aids		x 100%		\$10,000
	Dry Hydrants		x 100%		\$8,400 \$1,200/Installation

✓ (Required) **IRS FORM W-9:** A completed IRS Form W-9 must accompany this application. Please ensure completeness to assist in the timely processing of your application.

(This section must be certified by authorized Fire Chief, Assistant Fire Chief or President.)

✓ (Required) **APPLICANT CERTIFICATION:** I certify that the information contained in this application is true and accurate to the best of my knowledge and that I am duly authorized to certify this application on behalf of the fire department. I understand that knowingly making false or fraudulent statements or representations may result in program sanctions and/or criminal penalties.

Name: (print) Steven Bayne Title: Fire Chief
Fire Chief, Assistant Chief, or President



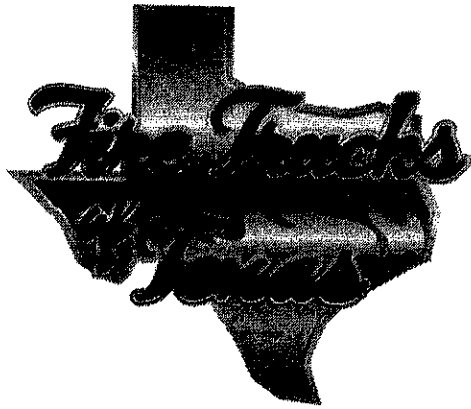
Date: 06/29/2021

To submit electronically:
Press the Submit Form button or download and email this PDF form to: 2604@tfs.tamtu.edu

To submit by mail or fax: Press the Print Form button. Be sure to attach your supporting documents before sending.

For questions, please contact us at: 2604@tfs.tamtu.edu or by phone: (979) 458-6503

Mail or Fax to:
Rural VFD Assistance Program
Texas A&M Forest Service
Capacity Building Department
200 Technology Way, Suite 1162
College Station, Texas 77845
Fax: (979) 845-6160



P A I D SEP 13 2021

116 Boarsmen Ct.
 Montgomery, TX 77316
 281.546.6757

INVOICE #09082021

September 8, 2021

Upshur County ESD#1
 PO Box 1432
 Gilmer, TX 75644

QTY	DESCRIPTION	COST	TOTAL COST
1.	Remount tank, bed	15,000.00	15,000.00
2.			
	Total amount due at time of delivery		\$15,000.00

Wire:

Receiving Financial Institution; First National Bankers Bank; Acct# 0654-0337-0
Beneficiary Financial Institution; People's Bank Bank – Acct# 065303467
Collins, MS Telephone # +1.601.765.6514
Fire Trucks of Texas Acct# 6042154

*

X _____ Customer Signature _____ Date