

UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2

NOVEMBER 16, 2021

7:00 P.M.

MINUTES


The regular meeting of the Upshur County Emergency Services District No. 2 Commissioners was held on November 16, 2021, at the Ore City Fire Station, 102 South Dogwood, Ore City, Texas 75683.

- 1) **Open meeting.** The meeting was opened by Gaston DeBerry, III.
- 2) **Call to order.** Gaston DeBerry, III called the meeting to order. Prayer was led by Gaston DeBerry, III.
- 3) **Determine quorum present.** Gaston DeBerry, III determined a quorum with all members being present.
- 4) **Read and approve minutes from the Regular meeting held October 19, 2021.** Motion by Kenny Hankins with a second by Gregg Price to accept the minutes from the Regular meeting held October 19, 2021. Motion carried 5-0. Unanimous vote in favor.
- 5) **Public Comment.** New Mountain VFD had questions regarding the purchase of a new engine for their department.
- 6) **Discuss and take action on contracts between ESD #2 and the City of Ore City, Diana VFD, and New Mountain VFD.** Kenny Hankins made the motion with a second by Trevor Larrington to execute the contract with the City of Ore City. Motion carried 3-0 with Gaston DeBerry, III and Tommie Whitaker abstaining. Tommie Whitaker made the motion with a second by Trevor Larrington to execute the contract with Diana VFD. Motion carried 4-0 with Kenny Hankins abstaining. Kenny Hankins made the motion with a second by Gregg Price to execute the contract with New Mountain VFD. Motion carried 4-0 with Trevor Larrington abstaining.
- 7) **Discuss and take action on contracting with the City of Gilmer for Gilmer Fire Department to run automatic aid into ESD#2 territory.** No action..
- 8) **Pay the City of Gilmer for dispatching services for the month of October, 2021.** Motion by Trevor Larrington with a second by Kenny Hankins to pay the City of Gilmer for dispatching services for the month of October, 2021 in the amount of \$900.00. Motion carried 5-0. Unanimous vote in favor.

- 9) **Pay bills for the Upshur County ESD#2 as submitted and approved.** Kenny Hankins made the motion with a second by Tommie Whitaker to pay the following bills as submitted and approved. Motion carried 5-0. Unanimous vote in favor.

U.S. Postal Service	\$ 60.00
Terri Ross (Back pay)	\$1,500.00
Terri Ross (October Bookkeeping/Clerical)	\$ 250.00

- 10) **Pay the City of Ore City the amount of \$8,045.45 for the first monthly installment as set out in the Contract for Fire Fighting Services.** Kenny Hankins made the motion with a second by Trevor Larrington to pay the City of Ore City the amount of \$8,045.45. Motion carried 3-0 with Gaston DeBerry, III and Tommie Whitaker abstaining.
- 11) **Pay Diana VFD the amount of \$8,636.00 as their monthly budget allotment.** Tommie Whitaker made the motion with a second by Gregg Price to pay Diana VFD the amount of \$8,636.00. Motion carried 4-0 with Kenny Hankins abstaining.
- 12) **Pay New Mountain VFD the amount of \$4,022.00 as their monthly budget allotment.** Kenny Hankins made the motion with a second by Gregg Price to pay New Mountain VFD the amount of \$4,022.00. Motion carried 4-0 with Trevor Larrington abstaining.
- 13) **Adjournment.** Kenny Hankins made the motion with a second by Tommie Whitaker to adjourn. Motion carried 5-0. Unanimous vote in favor.



Presiding Officer Signature
Title: President

Date: 12-21-21

**CONTRACT FOR FIREFIGHTING SERVICES BETWEEN THE
UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2
AND DIANA VOLUNTEER FIRE DEPARTMENT**

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

1. Parties

That the parties to this agreement are the **UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2**, hereinafter referred to as the "District", and the **DIANA VOLUNTEER FIRE DEPARTMENT**, 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 that the Department shall provide firefighting and rescue services within their primary response area for the term of this contract, as well as any call for mutual aid, with an operational budget in the amount of **\$190,000.00**.

2. Performance Standards

- A. The Department will receive an allotment of one-half (1/2) of their total budget of **\$95,000.00** to be disbursed monthly beginning in **November, 2021** in the amount of **\$8,636.00**. The Department in return shall submit invoices to the District to account for any and all purchases made with these funds. The District has the right to discuss any discrepancies in purchases and/or concerns with purchases at any time. The District also has the right to issue funds less than their monthly allotment if the Department does not support invoices for funds already disbursed or upon request of the Department. The remaining one-half (1/2) of the Department's budget and any other remaining funds at the end of the fiscal year shall be retained into reserve for the Department.
- B. The District will hold its regularly scheduled meetings on the third Tuesday of each month, unless otherwise stated by the District. The District shall consider any special needs of the Department that cannot be supported by the Department's budget.

3. Dissolution

- A. In the event of dissolution of a Department, any equipment or property acquired with the funds provided by District shall be immediately delivered to the District or to such alternate location as the District may reasonably direct.

4. Liabilities

- A. The District 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, in a satisfactory manner, provide firefighting services as stated herein.

5. Operation of Vehicles

- A. The Department shall ensure that each member is properly licensed to operate the vehicle that the member is driving. The Department shall conduct an annual check of the status of the members Driver's License to ensure eligibility.
- B. The Department shall provide a list of all members annually to the District. The information will include full name, date of birth, driver's license State, driver's license class, and driver's license number. The District will keep this record on file as the District holds the Vehicle Insurance Policy.
- C. The District will be notified immediately if any member is involved in any automobile crash that results in damage to any Department owned apparatus or equipment, or causes damage to another's property.
- D. The District will be notified if any member has lost the eligibility to drive Department owned apparatus due to license status (EX: Suspended, Revoked, etc.).

SIGNED AND ENTERED into this the 16th day of November, 2021.


**UPSHUR COUNTY EMERGENCY SERVICES
DISTRICT NO. 2**



Gaston DeBerry, III, President



Tommie Whitaker, Vice-President



Trevor Harrington, Secretary

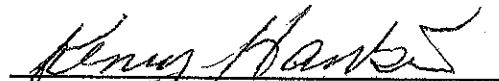


Gregg Price, Treasurer/Asst. Secretary



Kenny Hankins, Member

DIANA VOLUNTEER FIRE DEPARTMENT



Kenny Hankins, Fire Chief

**CONTRACT FOR FIREFIGHTING SERVICES BETWEEN THE
UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2
AND NEW MOUNTAIN VOLUNTEER FIRE DEPARTMENT**

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

1. Parties

That the parties to this agreement are the **UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2**, hereinafter referred to as the "District", and the **NEW MOUNTAIN VOLUNTEER FIRE DEPARTMENT**, 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 that the Department shall provide firefighting and rescue services within their primary response area for the term of this contract, as well as any call for mutual aid, with an operational budget in the amount of **\$88,500.00**.

2. Performance Standards

- A. The Department will receive an allotment of one-half (1/2) of their total budget of **\$44,250.00** to be disbursed monthly beginning in **November, 2021** in the amount of **\$4,022.00**. The Department in return shall submit invoices to the District to account for any and all purchases made with these funds. The District has the right to discuss any discrepancies in purchases and/or concerns with purchases at any time. The District also has the right to issue funds less than their monthly allotment if the Department does not support invoices for funds already disbursed or upon request of the Department. The remaining one-half (1/2) of the Department's budget and any other remaining funds at the end of the fiscal year shall be retained into reserve for the Department.
- B. The District will hold its regularly scheduled meetings on the third Tuesday of each month, unless otherwise stated by the District. The District shall consider any special needs of the Department that cannot be supported by the Department's budget.

3. Dissolution

- A. In the event of dissolution of a Department, any equipment or property acquired with the funds provided by District shall be immediately delivered to the District or to such alternate location as the District may reasonably direct.

4. Liabilities

- A. The District 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, in a satisfactory manner, provide firefighting services as stated herein.

5. Operation of Vehicles

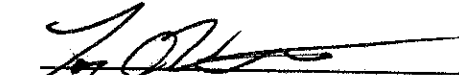
- A. The Department shall ensure that each member is properly licensed to operate the vehicle that the member is driving. The Department shall conduct an annual check of the status of the members Driver's License to ensure eligibility.
- B. The Department shall provide a list of all members annually to the District. The information will include full name, date of birth, driver's license State, driver's license class, and driver's license number. The District will keep this record on file as the District holds the Vehicle Insurance Policy.
- C. The District will be notified immediately if any member is involved in any automobile crash that results in damage to any Department owned apparatus or equipment, or causes damage to another's property.
- D. The District will be notified if any member has lost the eligibility to drive Department owned apparatus due to license status (EX: Suspended, Revoked, etc.).

SIGNED AND ENTERED into this the 16th day of November, 2021.


**UPSHUR COUNTY EMERGENCY SERVICES
DISTRICT NO. 2**



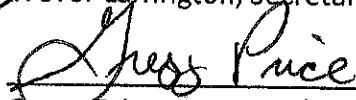
Gaston DeBerry, III, President



Tommie Whitaker, Vice-President



Trevor Larrington, Secretary

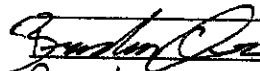


Gregg Price, Treasurer/Asst. Secretary



Kenny Hankins, Member

NEW MOUNTAIN VFD



Brandon Orr, Fire Chief

ESD#2 Bills to be Paid:

1)	U.S. Postal Service	\$ 60.00
2)	Terri Ross (Back Pay)	\$ 1,500.00
3)	Terri Ross (October Bookkeeping/Clerical)	\$ 250.00

Your PO Box fee is due by the LAST DAY OF THIS MONTH.

Your PO Box will be closed if the fee is not paid by the due date. If the fee is not paid within 10 days after the due date, a late payment charge will apply. You may make payment by any of the convenient options noted on the inside top portion of this envelope.

Make checks or money orders payable to "U.S. Postal Service." If the bank returns your check, or if payment is not received by the due date, your PO Box service will be suspended until all associated charges are paid.

Please disregard this notice if payment has been made.

Thank you.

Post Office Box Service Fee Due

Annual

Semiannual

\$ 60.00
Amount

Box # 1241

USPHUR CO ESD #2

6 Months: \$31.00 12 Months: \$62.00

Due Date: 11/30/2021

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CONTRACT FOR FIRE FIGHTING SERVICES

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS:

That the parties to this agreement are the UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2, hereinafter referred to as the "Board", and the CITY OF ORE CITY, 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. 2 for the term of this contract in return for remuneration in the amount of **\$88,500.00** to be paid in eleven (11) monthly installments, with the first payment due and payable in November, 2021.

The City of Ore City will provide the "Jaws of Life" equipment in the area of the Upshur County Emergency Services District No. 2. In addition, the City of Ore City 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. 2.

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.

SIGNED AND ENTERED into this the 23 day of Nov., 2021.

CITY OF ORE CITY

By: Cheryl Edwards
City Mayor

ATTEST:

[Signature]
City Secretary

UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2

[Signature]
Gaston DeBerry, III - President

[Signature]
Tammie Whitaker - Vice-President

[Signature]
Trevor Larrington - Secretary

[Signature]
Gregg Price - Treasurer

[Signature]
Kenny Hankins - Member