

UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 2

SEPTEMBER 20, 2022

7:00 P.M.

MINUTES

The regular meeting of the Upshur County Emergency Services District No. 2 Commissioners was held on September 20, 2022, at the New Mountain Fire Station, 9871 State Hwy. 155N, Ore City, Texas 75683.

- 1) **Open meeting.** The meeting was opened at 7:08 p.m. 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 Tommie Whitaker, and Gregg Price being present. Kenny Hankins was absent and Trevor Larrington arrived at 7:42 p.m. during the discussion of item (7) below.
- 4) **Read and approve minutes from the Regular meeting held August 16, 2022; and Special meetings held September 6, 2022 and September 13, 2022.** Motion was made by Gregg Price with a second by Tommie Whitaker to approve the minutes as read. Motion carried 3-0. Unanimous vote in favor.
- 5) **Public comment.** None
- 6) **Discuss and take action on bond insurance.** Motion by Gregg Price with a second by Tommie Whitaker to have Gaston DeBerry, III contact Marvin Vinson with VFIS to get a bond in place for the Upshur County Emergency Services District No. 2 Board. Motion carried 3-0. Unanimous vote in favor.
- 7) **Discuss and take action on contracts for firefighting services between Upshur County Emergency Services District #2 and the Diana VFD, New Mountain VFD, and the City of Ore City.**

Motion by Gregg Price with a second by Tommie Whitaker to execute contracts between the Upshur County Emergency Services District #2 and the Diana VFD and New Mountain VFD as presented. Motion carried 3-0. Unanimous vote in favor.

Motion by Gregg Price with a second by Trevor Larrington to execute the contract between the Upshur County Emergency Services District #2 and the City of Ore City as presented. Motion carried 4-0. Unanimous vote in favor.

(SEE ATTACHED)

- 8) **Pay the fourth quarterly installment to the Upshur County Appraisal District.** Motion by Gregg Price with a second by Trevor Larrington to pay the fourth quarterly installment to the Upshur County Appraisal District in the amount of \$2,203.55. Motion carried 4-0. Unanimous vote in favor.
- 9) **Pay the City of Gilmer for dispatching services for the month of August, 2022.** Motion by Tommie Whitaker with a second by Trevor Larrington to pay the City of Gilmer for dispatching services for the month of August, 2022 in the amount of \$900.00. Motion carried 4-0. Unanimous vote in favor.
- 10) **Pay bills for the Upshur County ESD #2 as submitted and approved.** Motion by Tommie Whitaker with a second by Trevor Larrington to pay the following bills as submitted and approved. Motion carried 4-0. Unanimous vote in favor.

Terri Ross (August Bookkeeping/Clerical)	\$ 250.00
Terri Ross (Reimbursement for office supplies)	\$ 16.61
Gilmer Mirror (Tax Ad)	\$ 241.50

- 11) **Pay the City of Ore City the amount of \$8,045.50 as the remaining payment for firefighting services for the 2021-2022 fiscal year.** Motion by Trevor Larrington and second by Tommie Whitaker to pay the City of Ore City in the amount of \$8,045.50 as the remaining payment for the 2021-2022 fiscal year. Motion carried 4-0. Unanimous vote in favor.
- 12) **Pay Diana VFD the amount of \$8,636.00 as their monthly budget allotment.** Motion by Tommie Whitaker and second by Trevor Larrington to pay Diana VFD the amount of \$8,636.00 as their monthly budget allotment. Motion carried 4-0. Unanimous vote in favor.
- Two invoices from VFIS in the amount of \$13,416.00 and \$1,192.00 for annual insurance premiums as well as a payoff statement in the amount of \$11,989.00 were submitted to the board for approval. Motion by Trevor Larrington with a second by Tommie Whitaker to pay Diana VFD an additional \$26,597.00 for the invoices submitted. Motion carried 4-0. Unanimous vote in favor.
- 13) **Pay New Mountain VFD the amount of \$4,022.00 as their monthly budget allotment.** Motion by Tommie Whitaker and second by Gregg Price to pay New Mountain VFD the amount of \$4,022.00 as their monthly budget allotment. Motion carried 3-0 with Trevor Larrington abstaining.
- 14) **Items to be considered for next month's agenda.** Bond insurance
- 15) **Adjournment.** Motion by Tommie Whitaker with a second by Trevor Larrington to adjourn. Motion carried 4-0. Unanimous vote in favor.

John V. Robey
Presiding Officer Signature
Title: *President*

Date: *11-15-22*

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. 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, 2022 until September 30, 2023**. 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 **\$99,000.00** to be paid in twelve (12) monthly installments, with the first payment due and payable in October, 2022.

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 _____ day of _____, 2022.

CITY OF ORE CITY

By: _____
City Mayor

ATTEST:

City Secretary

UPSHUR COUNTY EMERGENCY
SERVICES DISTRICT NO. 2

Gaston DeBerry, III – President

Gregg Price - Treasurer

Tommie Whitaker – Vice-President

Kenny Hankins - Member

Trevor Larrington – Secretary

**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, 2022 until September 30, 2023**. 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 **\$249,000.00**.

2. Performance Standards

- A. The Department will receive an allotment of one-half (1/2) of their total budget of **\$124,500.00** to be disbursed monthly beginning in **October, 2022** in the amount of **\$10,375.00**. 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 _____ day of _____, 2022.

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

DIANA VOLUNTEER FIRE DEPARTMENT

Gaston DeBerry, III, President

Kenny Hankins, Fire Chief

Tommie Whitaker, Vice-President

Trevor Larrington, Secretary

Gregg Price, Treasurer/Asst. Secretary

Kenny Hankins, Member

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**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, 2022 until September 30, 2023**. 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 **October, 2022** in the amount of **\$3,687.50**. 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 _____ day of _____, 2022.

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

NEW MOUNTAIN VFD

Gaston DeBerry, III, President

_____, Fire Chief

Tommie Whitaker, Vice-President

Trevor Larrington, Secretary

Gregg Price, Treasurer/Asst. Secretary

Kenny Hankins, Member