

COMMISSIONERS COURT
REGULAR SESSION
October 22, 2001

The Hunt County Commissioners Court met this day with all Commissioners present and Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as presented.

NEW BUSINESS:

8152 On the motion by Judge Bobbitt, second by Ralph Green, the Court approved the reappointment of John Clark to the Board of Directors for the Hunt County Appraisal District.

8153 On the motion by Green, second by Allen Martin, the Court approved Rhonda Parvin as Alternate Judge for Box 217 – Union Valley Fire Station for Election Day November 6, 2001.

— ‘Discuss Private Road #2320 in PCT 2 – Beverly Ray.’ Ms. Ray stated vital information, obtained back in 1979, concerning this matter was to be brought to Court by Mr. Donaho, but due to an illness he is unable to be present. Further stating this road is being used as a cut through road when the County is working on roads. If this is a private road, why did the County open up this road? Judge Bobbitt explained the differences between a private road, a public road and a county road. Judge also explained that in the 1960’s roads were built to substandard specifications. In the late 1980’s (1988-89) the Commissioners Court approved County road policies which stated after the 1st year anniversary of a road being built, road is accepted for county maintenance. After much discussion, Judge Bobbitt asked Ms. Ray to bring documentation stating this is actually a county road to his office and they will also look at the Commissioner Court minutes for clarification on this matter.

— ‘Discuss and possibly take action on accepting roads in Hidden Valley Estates in PCT 3 for maintenance. – Noble Walker.’ Commissioner Phillip Martin asked for this item to be dropped from the agenda.

8154 On the motion by Allen Martin, second by Phillip Martin, the Court approved the request of the Jacobia Water Supply Company to bury water line along CR 4201 in PCT 4 with the usual stipulations.

8155 On the motion by Green, second by Thornton, the Court approved the preliminary plat for Hamlin Estates, which has 5-2 acre tracts located on CR 2184. Bruce Hamlin advised the Court electrical and water services are installed. Restrictions have been added to the plat with 30 ft road easement. Commissioner Green noted two additional statements needed to be added to plat:

- (1) Only 1 residence per 2 acre.
- (2) Individual owners are responsible for septic system installation according to Hunt County regulations prior to occupation of property.

8156 On the motion by Judge Bobbitt, second by Allen Martin, the Court approved 1675' of road upgraded of dirt to rock on CR 2718 in PCT 2 for the initial cost of \$8,375.00 for materials. Money is in Escrow and all regulations have been met. Commissioner Green noted work wasn't done until money was deposited into Escrow. For: Bobbitt, Allen Martin, and Phillip Martin and Thornton. Abstained: Ralph Green. Motion carries.

8157 On the motion by Thornton, second by Green, the Court approved application for 630' of road upgrade of dirt to rock on CR 1071. Money deposited into Escrow.

8158 On the motion by Phillip Martin, second by Allen Martin, the Court approved Resolution for bridge replacement or rehabilitation for the Off-System Bridge Program of TX DOT for Caney Creek on CR 3111 (National Bridge Inventory (NBI) structure # 01-117-AA0527-002) and re-match on Mc Grew Creek (01-117-AA0959-001) on CR 3303. Estimated local 10% match fund participation requirement on the approved federal off-system bridge project is \$26,928.00 with the County's estimated cost of \$31,000 as per Texas Administrative Code Title 43, Sec 15.55 (d) 43 TAC Sec. 15.55 (d).

See Attachment.

8159 On the motion by Judge Bobbitt, second by Allen Martin, the Court approved reimbursement and declaration of official intent of lessee to reimburse certain capital expenditures from proceeds of lease purchase agreement which will allow 18 months to enact lease for 2-3 pieces of equipment (copiers) by using (RMF) records management funds. Principal amount to be financed \$9,150.00. *See Attachment.*

— Discuss and possibly take action on Blue Cross Blue Shield as it relates to over 65 years of age retirees.' Delores Shelton- County Treasurer advised Court we cannot keep

retired as employees per TAC. The Court also discussed retiree's dependants that are not 65. Commissioner Phillip Martin asks for copy of original contract and would like to listen to the tape relating to this issue. Placed on OLD BUSINESS for next Court to allow time to study this matter.

8160 On the motion by Judge Bobbitt, second by Thornton, the Court approved the last quarterly investment report for FY 2000-2001 presented by Delores Shelton – County Treasurer.

8161 On the motion by Judge Bobbitt, second by Allen Martin, the court approved the renewal of the Hunt County Investment Policy with no changes. The outside auditor was also consulted.

8162 On the motion by Thornton, second by Phillip Martin, the Court accepted all bids received for evaluation for rock hauling with final action next Court. All bids on file in Personnel office.

8163 On the motion by Allen Martin, second by Phillip Martin, the Court accepted all bids received for evaluation for rock with final action next Court. All bids on file in Personnel Office.

8164 On the motion by Allen Martin, second by Green, the Court agreed on unanimous vote to remove the incentive program of \$250 bonus if an employee doesn't use any sick time. Last budget year Hunt County paid \$10,000.00 for these bonuses, some offices didn't have funding in their budgets to pay to their employees.

8165 On the motion by Judge Bobbitt, second by Allen Martin, the Court approved request of the Sheriff's Office to add an ATM machine in the main lobby of their department. The Court also agrees to add an ATM machine at the Courthouse, possibly in the break room. The County will only provide the space for ATM machines, with no liability to the County. The line cost to be provided by the owner; electrical only cost of the County. This will provide a convenience only for employees and citizens, generating no revenue for County.

8166 On the motion by Green, second by Thornton, the Court approved renewal of Fire Protection Agreements with the Volunteer Fire Departments for Campbell, Quinlan, West Tawakoni, Merit, Cash, Waco Bay, Caddo Mills, Union Valley and Lone Oak. The City

of Celeste and Celeste Volunteer Fire Dept. are planning a month to month agreement on recommendation of 354th District Judge – Rich Beacom until issue is resolved in Celeste.

Wolfe City and Commerce Agreements are on their City Council Agendas.

— ‘Discuss and possibly take action on any items pertaining to the New Jail.’ Judge

Bobbitt advised the Court another test to be performed on the smoke detector today.

Lighting upgrades were done last week.

HEAR AND DISCUSS REPORTS:

— Judge Bobbitt advised the Court of a phone call he received from a lady concerning the \$20 fee for a library card on people who live out of the city limits, she thought her tax payment should entitle her to a card. Judge explained to her, if she doesn’t pay city taxes, then she has to pay a library fee for a card.

8167 On the motion by Allen Martin, second by Phillip Martin, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

— There were no line item budget transfers.

PERSONNEL AND PAYROLL:

<u>County Auditor:</u>	<p>Raise Jennifer Burk, part time hourly Asst. Auditor from \$6.00 per hour to \$7.00 per hour, effective 10-21-01.</p> <p>Raise Stacy Sehl, part time hourly Asst. Auditor from \$10.00 per hour to \$11.00 per hour, effective 10-01-01.</p>
<u>County Clerk:</u>	Raise Staci Compton part time hourly Records Clerk from \$7.00 per hour to \$9.00 per hour, due to her hours being cut back, effective 10-21-01.
<u>County Judge Office</u> <u>Commissioners Office</u> <u>911, ect:</u>	Add Lisa Kinder as Floater part time hourly at \$6.00 per hour, effective 10-08-01.
<u>District Attorney:</u>	<p>Remove Joel Littlefield due to his resignation, effective 10-31-01.</p> <p>Change Carol Day Moss from 2nd Asst DA to 1st Asst DA G11/P111 (\$50,450.00 to \$57,664.00), effective 11-01-01.</p> <p>Change Stephen Title from 3rd Asst. DA to 2nd Asst. DA, G11/P111 (\$ 45,349 to \$50,450.00) effective 11-01-01.</p>
<u>Sheriffs Dept:</u>	Add Michael Norris as Deputy 1 G6/P67 at \$26,500.00 annually, effective

	10-08-01.
<u>Tax Office:</u>	Remove Joan B. Harris due to her resignation, effective 10-30-01.

8168 Approved on the motion by Thornton, second by Allen Martin.

Addendum:

8169 On the motion by Green, second by Phillip Martin, the court approved final plat for Shouse Acres, which dedicated 30' for road easement in PCT 2, presented to the Court by Alice L. Shouse. Commissioner Green advised Mrs. Shouse due to the wording on plat, "private aerobic system to be installed by owner," the owners will not be able to put in a regular septic system.

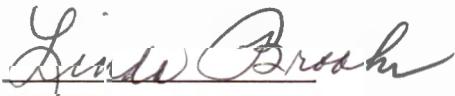
_____ There was no Executive Session Court. Court Adjourned at 11:35 A.M.

Minutes approved this 13 day of November, 2001.



Hunt County Judge

Attest:



Hunt County Clerk

8158

RESOLUTION

The State of Texas
County of Hunt

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Hunt County, hereinafter referred to as the Local Government owns a bridge located at Caney Creek, on CR 3111, National Bridge Inventory (NBI) Structure Number 01-117-AA0527-002; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 108310 dated September 2000, Control-Section-Job (CSJ) Number 0901-22-026; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "Equivalent Match Project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$26,928.00, hereinafter referred to as the "Participation Waived Project", such participation requirement the Local Government proposes be waived and in return perform or cause to be performed Equivalent Match Project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following Equivalent Match Project in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program Participation Waived Project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
01-117-AA0959-001	Yes	Complete Replacement	\$31,000.00

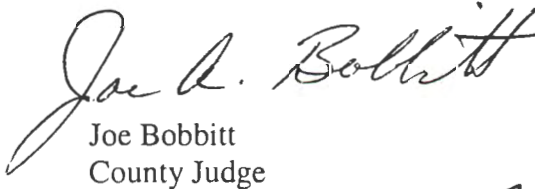
FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
01 OCT 22 AM 10:27
BY: *J. Brooks*
DEPUTY


BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

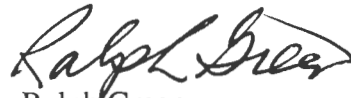
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The Equivalent Match Project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the Equivalent Match Project, the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed Equivalent Match Project has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the Participation Waived Project to complete the structural improvement work on the Equivalent Match Project.
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.


APPROVED this 22nd day of October 2001, by Hunt County Commissioner's Court.


SIGNED:


Joe Bobbitt
County Judge



Kenneth Thornton
Commissioner, Pct. 1


Ralph Green
Commissioner, Pct. 2


Philip Martin
Commissioner, Pct. 3


Allen Martin
Commissioner, Pct. 4

ATTEST:


Linda Brooks
County Clerk

8158

County: Hunt
 CSJ: 0901-22-026
 Project: BR 95 (24) OX
 Road/Street: CR 527
 NBI Structure No.: 01-117-AA0527-002
 Local Designation No.: CR 3111 over Caney Creek

FILED FOR RECORD
 LINDA BROOKS
 COUNTY CLERK HUNT CO., TX
 01 OCT 22 AM 10:27
 BY: A. Davis
 DEPUTY

STATE OF TEXAS §
 COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the Hunt County Commissioner's Court, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code (23 USC), authorizes federal funds to assist local governments in the replacement or rehabilitation of deficient bridges located on a public road or street within its jurisdiction; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at CR 527 (local designation CR 3111) over Caney Creek, and said bridge(s) is included in the currently approved program of work for Off-State System Federal-Aid Bridge Replacement and Rehabilitation as authorized by Texas Transportation Commission Minute Order number 108310, dated September 2000; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project (the Project) identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Conditions for Termination of this Agreement

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or

relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C.
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services will be Provided by the State

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment C.
- b. A source of funds estimate is also provided in Attachment C. Attachment C shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The Local Government participation is based upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment C as the local contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local

Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to (not applicable) percent as authorized by Texas Transportation Commission Minute Order Number (not applicable), dated (not applicable).
- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment C, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural improvement on "other" bridge structures within the Local Government's jurisdiction and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent Match Project(s) (EMP). Attachment D to this Agreement shows a list of EMP(s) under this Agreement.
- b. Project Cost Estimate for PWP. Attachment E to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
- c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be

credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment E to this Agreement.

- d. Responsibilities of the Local Government on EMP(s).
 - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.
 - (3) Written documentation, suitable for audit, of the structural improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
 - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State:	TxDOT Attn: Bridge Engineer 1365 N. Main Street Paris, TX 75460
Local Government:	Hunt County Attn: Commissioner, Precinct 3 PO Box 1097 Greenville, TX 75402

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. Civil Rights Compliance

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

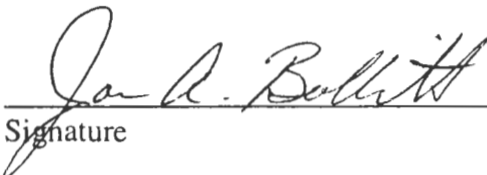
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

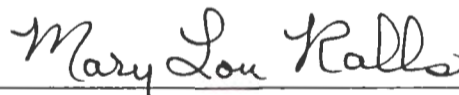
By: 
 Signature
Joe Bobbitt
 Printed Name of Signatory

Title: Hunt County Judge

Date: October 22, 2001

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

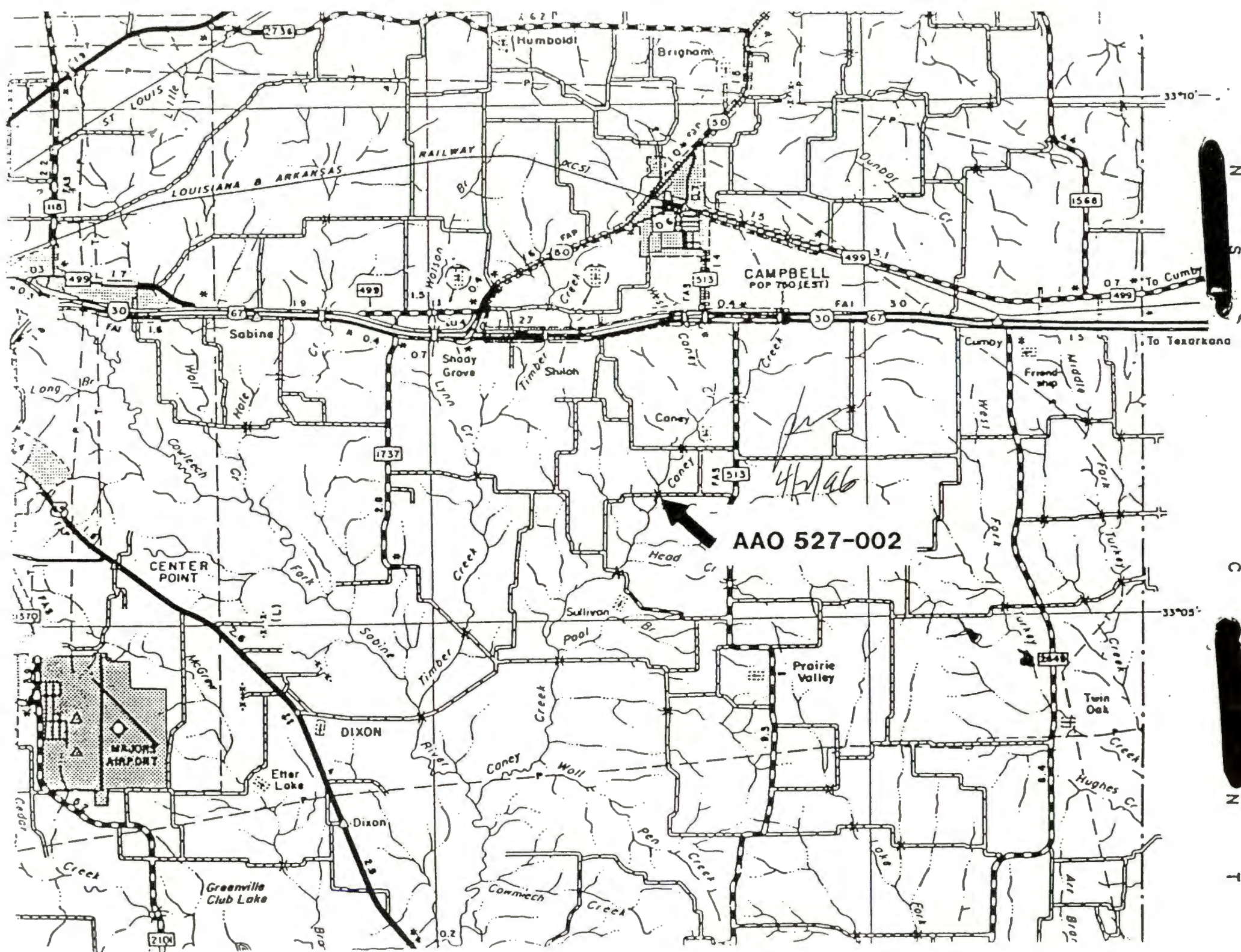
By: 
 Mary Lou Ralls, P.E.
 Director, Bridge Division

Date: 11-2-01

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

Bridge Division
9-2000-L.1

ATTACHMENT B
PROJECT LOCATION MAP



County: Hunt
CSJ: 0901-22-026
Project: BR 95 (24) OX
Road/Street: CR 527
NBI Structure No.: 01-117-AA0527-002
Local Designation No.: CR 3111 over Caney Creek

ATTACHMENT C
ESTIMATE OF DIRECT COSTS

		<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	<u>\$33,660.00</u>	
Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in PE			(3) <u>\$3,366.00</u>
Construction		<u>\$224,400.00</u>	
Engineering and Contingency (E&C)		<u>\$11,220.00</u>	
The Sum of Construction and E&C	(2)	<u>\$235,620.00</u>	
Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in the Sum of Construction and E&C			(4) <u>\$23,562.00</u>
Total Local Government Participation			(3+4) <u>\$26,928.00</u>
Total Project Direct Cost	(1+2)	<u>\$269,280.00</u>	

County: Hunt
CSJ: 0901-22-026
Project: BR 95 (24) OX
Road/Street: CR 527
NBI Structure No.: 01-117-AA0527-002
Local Designation No.: CR 3111 over Caney Creek

ATTACHMENT D
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural Improvement Work	Estimated Cost
01-117-AA0959-001	Yes	No	Replace Existing Structure	\$ 31,000.00
Total (see Note *)				\$ 31,000.00

Note *: This total must be equal to or greater than the Balance of Local Government Participation that is waived as shown in Attachment E.

Bridge Division
9-2000-L.1

County: Hunt
CSJ: 0901-22-026
Project: BR 95 (24) OX
Road/Street: CR 527
NBI Structure No.: 01-117-AA0527-002
Local Designation No.: CR 3111 over Caney Creek

ATTACHMENT E
ESTIMATE OF DIRECT COSTS
FOR PARTICIPATION-WAIVED PROJECT (PWP)

		<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	<u>\$33,660.00</u>	
Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in PE that is Waived			(3) <u>\$3,366.00</u>
Construction		<u>\$224,400.00</u>	
Engineering and Contingency (E&C)		<u>\$11,220.00</u>	
The Sum of Construction and E&C	(2)	<u>\$235,620.00</u>	
Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in the Sum of Construction and E&C that is Waived			(4) <u>\$23,562.00</u>
Amount of Advance Funds Already Paid by Local Government or Which the Local Government is Agreeable to Paying, to be Credited Against Local Participation Amount			(5) (<u>\$0.00</u>)
Balance of Local Government Participation that is Waived with Performance of Equivalent-Match Project(s) by the Local Government (Must be equal to or less than total in Attachment D)			(3+4 -5) <u>\$26,928.00</u>
Total Participation-Waived Project Direct Cost	(1+2)	<u>\$269,280.00</u>	
Total EMP Work Total as shown on Attachment D			<u>\$31,000.00</u>

Bridge Division
9-2000-L.1

10/12/01 FRI 10:36 FAX 9038740690

BANC ONE LEASING

002

8159

**REIMBURSEMENT RESOLUTION AND
DECLARATION OF OFFICIAL INTENT OF LESSEE
TO REIMBURSE CERTAIN CAPITAL EXPENDITURES
FROM PROCEEDS OF LEASE-PURCHASE AGREEMENTS**

FILED FOR RECORD
at 10 o'clock A M
OCT 23 2001
By LINDA BROOKS
County Clerk, Hunt County, Tex.

Lessee:

Principal Amount Expected To Be Financed: \$ 9,150.00/XX

WHEREAS, the above Lessee intends to acquire certain equipment and other property as generally described below (hereinafter, the "Property");

Brief Description Of Property:

(1) P5220-2000 LPM Printer

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the lease-purchase agreement(s) described below ("Lease Purchase Proceeds") for such expenditures;

WHEREAS, the Lessee reasonably anticipates that it will make expenditures with respect to the Property in the principal amount not exceeding the amount stated above ("Principal Amount") for which the Lessee may or expects to enter into one or more Lease-Purchase Agreements with Banc One Leasing Corporation;

WHEREAS, Treasury Department and Internal Revenue Service Regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital;

NOW, THEREFORE, BE IT RESOLVED by the governing body of Lessee ("Governing Body") as follows:

Section 1. The Governing Body of Lessee finds and determines that the foregoing recitals are true and correct.

Section 2. This Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 3. The Governing Body of Lessee expects the Lessee will pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property.

Section 4. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures.

Section 5. This Resolution shall take effect from and after its adoption.

ADOPTED AND APPROVED ON: Oct. 22 XII 2001

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Linda Brooks
Signature of Secretary/Clerk of Lessee

Print Name: Linda BrooksOfficial Title: Hunt Co. ClerkDate: 10-22-01

MUN12RMB.DOC

PAGE 1 OF 1

8166

FIRE PROTECTION AGREEMENT

FILED FOR RECORD
 LINDA BROOKS
 COUNTY CLERK HUNT CO., TX
 01 OCT 22 PM 2:37
 BY: [Signature]
 DEPUTY

THE STATE OF TEXAS**COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

CAMPBELL VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be blinding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:


CAMPBELL VOLUNTEER FIRE DEPARTMENT
and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

CAMPBELL VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY _____

8166

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

QUINLAN VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO. TX
01 OCT 22 PM 2:37
BY: [Signature]
DEPUTY

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be blinding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

QUINLAN VOLUNTEER FIRE DEPARTMENT
and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: Joe A. Bobbitt
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

QUINLAN VOLUNTEER FIRE DEPARTMENT

BY: Tommy Atkins Tommy Atkins

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2 supply line _____
two 2 1/2" male adapters _____	600' 2 1/2 supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan too ^l _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

H 8166

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

WEST TAWAKONI VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD
COUNTY CLERK LINDA BROOKS
01 OCT 22 PM 2:37
BY: DEPUTY *[Signature]*

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III. SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV. TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be blinding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.

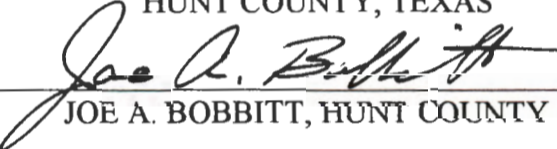
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

WEST TAWAKONI VOLUNTEER FIRE DEPARTMENT
and notice to County provided for herein shall be sufficient if sent by certified mail,
postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

WEST TAWAKONI VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2 supply line _____
two 2 1/2" male adapters _____	600' 2 1/2 supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

8166

FIRE PROTECTION AGREEMENT

501 FILED FOR RECORD
COUNTY CLERK LINDA BROOKS
01 OCT 22 PM 2:37
BY: *[Signature]*
DEPUTY

THE STATE OF TEXAS

COUNTY OF HUNT

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

MERIT VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

- A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.
- C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.
- D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.
- E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be blinding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.

NOTICE


Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

MERIT VOLUNTEER FIRE DEPARTMENT


and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097


EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

MERIT VOLUNTEER FIRE DEPARTMENT

BY:  Asst Chief

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2 supply line _____
two 2 1/2" male adapters _____	600' 2 1/2 supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

#8166

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

CASH VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD
COUNTY CLERK LINDA BROOKS
01 OCT 22 PM 2:37
BY: [Signature]
DEPUTY

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III. SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV. TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be binding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.

NOTICE

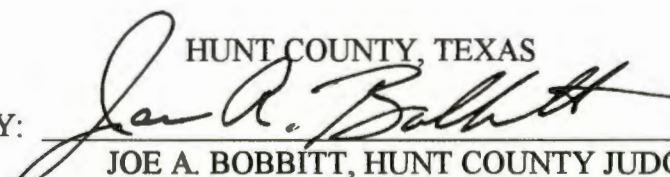
Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

CASH VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

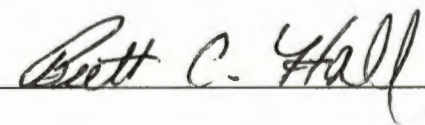
EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

CASH VOLUNTEER FIRE DEPARTMENT

BY: 

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2" supply line _____
two 2 1/2" male adapters _____	600' 2 1/2" supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

8166

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

WACO BAY VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD
LINDA BROOKS
01 OCT 22 PM 2:37
BY: [Signature]
DEPUTY

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be binding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.

NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

WACO BAY VOLUNTEER FIRE DEPARTMENT
and notice to County provided for herein shall be sufficient if sent by certified mail,
postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: Joe A. Bobbitt
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

WACO BAY VOLUNTEER FIRE DEPARTMENT

BY: James E. Johnson Fire Chief Waco Bay VFD

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____
 250-750 gallon truck _____
 two 1 1/2" discharges _____
 one 2 1/2" discharge _____
 one 2 1/2" intake _____
 one 2 1/2" gated "Y" _____
 two 2 1/2" male adapters _____
 two 2 1/2" female adapters _____
 one hose clamp _____
 two 1 1/2" fog nozzles (100gpm) _____
 four SCBA _____
 two spare SCBA bottles _____
 two 12'x12' salvage covers _____
 one flat head axe _____

one pick headed _____
 two 6' pike pole _____
 one 5 gal. Pumpcan _____
 one 20lbs ABC ext. _____
 one 14' roof ladder _____
 300' 1 1/2 supply line _____
 600' 2 1/2 supply line _____
 2 portable hand lights _____
 Emergency lights & siren _____
 two fire brooms or flaps _____
 one 3' hooligan tool _____
 one 24' ext ladder _____
 one 6' ladder _____
 tool box with assorted tools _____

8166

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

CADDO MILLS VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO.
01 OCT 22 PM 2:37
BY: *[Signature]*
DEPUTY

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be binding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

CADDO MILLS VOLUNTEER FIRE DEPARTMENT
and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: Joe A. Bobbitt
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

CADDO MILLS VOLUNTEER FIRE DEPARTMENT

BY: Bryan Williams Chief

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, or haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2 supply line _____
two 2 1/2" male adapters _____	600' 2 1/2 supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

8166

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

UNION VALLEY VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County
- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.
- C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO. TX
01 OCT 22 PM 2:37
BY: DEPUTY

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be binding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.

NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

UNION VALLEY VOLUNTEER FIRE DEPARTMENT
and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: Joe A. Bobbitt
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

UNION VALLEY VOLUNTEER FIRE DEPARTMENT

BY: David D. [Signature]

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, or haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2" supply line _____
two 2 1/2" male adapters _____	600' 2 1/2" supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

#18166

FIRE PROTECTION AGREEMENT**THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

LONE OAK VOLUNTEER FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO. TX
01 OCT 22 PM 2:38
BY: *[Signature]*
DEPUTY

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III. SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV. TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be binding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.

ARTICLE VIII.

NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

LONE OAK VOLUNTEER FIRE DEPARTMENT

and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: Joe A. Bobbitt
JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY: Linda Brooks
Linda Brooks, Hunt County Clerk

LONE OAK VOLUNTEER FIRE DEPARTMENT

BY: Billy J. Fanni

ATTEST:

BY _____

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____
 250-750 gallon truck _____
 two 1 1/2" discharges _____
 one 2 1/2" discharge _____
 one 2 1/2" intake _____
 one 2 1/2" gated "Y" _____
 two 2 1/2" male adapters _____
 two 2 1/2" female adapters _____
 one hose clamp _____
 two 1 1/2" fog nozzles (100gpm) _____
 four SCBA _____
 two spare SCBA bottles _____
 two 12'x12' salvage covers _____
 one flat head axe _____

one pick headed _____
 two 6' pike pole _____
 one 5 gal. Pumpcan _____
 one 20lbs ABC ext. _____
 one 14' roof ladder _____
 300' 1 1/2" supply line _____
 600' 2 1/2" supply line _____
 2 portable hand lights _____
 Emergency lights & siren _____
 two fire brooms or flaps _____
 one 3' hooligan tool _____
 one 24' ext ladder _____
 one 6' ladder _____
 tool box with assorted tools _____

FIRE PROTECTION AGREEMENT

8166

THE STATE OF TEXAS

COUNTY OF HUNT

This agreement, made and entered into on the day and date last hereinafter written by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

FILED FOR RECORD
 at _____ o'clock _____
 DEC 7 2001
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
[Signature]

CITY OF COMMERCE FIRE DEPARTMENT

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

WHEREAS, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

NOW, THEREFORE, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

ARTICLE II.

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County
- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.
- C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

ARTICLE III.
SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster, calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

ARTICLE IV.
TERM

The term during which this agreement shall be in force and effect shall commence On the 1st day of October 2001, and end on the 30th day of September 2002.

ARTICLE V.
COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

ARTICLE VI.

BOOKS, RECORDS, AND EQUIPMENT

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

ARTICLE VII.
ENTIRE AGREEMENT

No representation or promise shall be binding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.


ARTICLE VIII.
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

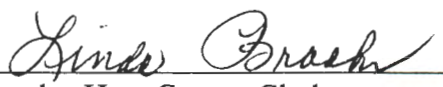
CITY OF COMMERCE FIRE DEPARTMENT
and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS
ATTN: COUNTY JUDGE
COUNTY COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097

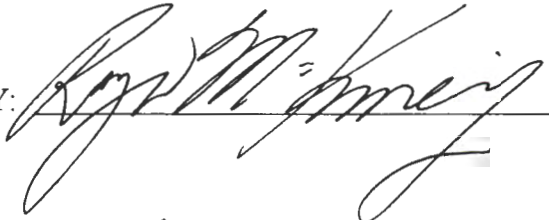
EXECUTED this the 8th day of October, 2001.

HUNT COUNTY, TEXAS
BY: 
JOE A. BOBBITT, HUNT COUNTY JUDGE

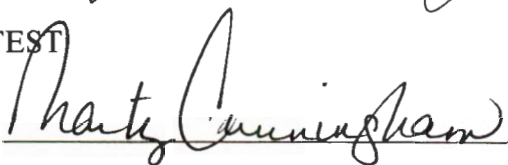
ATTEST:

BY: 
Linda Brooks, Hunt County Clerk

CITY OF COMMERCE FIRE DEPARTMENT

BY: 

ATTEST

BY: 

HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS

Purpose:

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

Scope:

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

Training:

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

Department Personnel:

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

Personnel Protective Equipment:

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

Alerting and Communications:

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.

Apparatus'/Equipment housing:

All apparatus that meet apparatus standards shall be housed in a heated environment.

Enforcement:

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods, These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

Apparatus / Equipment

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

Minimum Apparatus Standard:

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2 supply line _____
two 2 1/2" male adapters _____	600' 2 1/2 supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

8161

HUNT COUNTY

INVESTMENT POLICY

OCTOBER 2001

FILED FOR RECORD
 at 2:40 o'clock
 OCT 22 2001
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
[Signature]

It is the policy of Hunt County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, formal Investment Policy and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

SCOPE

This Investment Policy applies to all of the investment activities of Hunt County. This Policy establishes guidelines for those authorized to invest funds, for how County funds will be invested and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

SAFETY OF PRINCIPAL

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

MAINTENANCE OF ADEQUATE LIQUIDITY

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintains appropriate portfolio diversification. "THE COUNTY AUDITOR SHALL COORDINATE WITH THE COUNTY TREASURER AND ADVISE WHEN FUNDS ARE AVAILABLE FOR INVESTMENT AND REQUIRED MATURITY DATE, OR WITHDRAWAL."

RETURN ON INVESTMENTS

Consistent with Article 4413(34) © V.A.S., the County "shall invest local funds in investments that yield the highest possible rate of return while providing necessary protection of the principal consistent with the operating requirements as determined by the governing body."

For bond proceeds to which Federal yield or arbitrage restrictions apply, the primary objectives shall be to obtain maximum market yields and to minimize the costs associated with the investment of such funds within the constraints of all applicable regulations.

STANDARD OF CARE

The standard of care used by Hunt County shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraint. The Public Funds Act state:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County.

ELIGIBLE INVESTMENTS

Investments described below are authorized by the Public Funds Investment Act of 1987 (Article 842 a-2, Texas Revised Civil Statutes), as amended as eligible securities for the County. County funds governed by the Policy may be invested in:

1. Obligations of the United States or its agencies and instrumentalities.
2. Repurchase Agreements and or Certificates of deposit issued by State and National banks domiciled Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations that are described by item 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the County; except no CMO's are to be used for collateral.
 - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest.
3. SEC-registered money market mutual funds with a dollar-weighted average portfolio maturity of 90 days or less: whose assets consist exclusively of the obligations that are eligible under the Public Funds Investment Act, as amended; that fully invest dollar-for dollar all County funds without sales commissions or loads; and, whose investments objectives include seeking to maintain a stable net asset value of \$1 per share. The County may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.
4. Local government investment pool organized in accordance with the Interlocal Cooperation Act (Article 4413 (32c), V.T.C.S.) as amended, whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase agreements involving those same obligations, and whose investment philosophy and strategy are consistent with the Policy and the County's ongoing investment strategy.

PROTECTION OF PRINCIPAL

The County shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by qualifying the broker, dealer and financial institution with whom the County will transact; by collateralization as required by law; and through portfolio diversification by maturity and type.

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

- a. **OPERATING FUND**
The weighted average days to maturity for the operating fund portfolio shall be less than 365 days.
- b. **BOND PROCEEDS**
The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law.
- c. **DEBT SERVICE FUNDS**
Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.
- d. **BOND RESERVE FUNDS**
Market conditions, Bond Resolution constraints and, if applicable, Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.
- e. **OTHER FUNDS**
The anticipated cash requirements of other County funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, Policy compliance, County financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

COLLATERALIZATION

Consistent with the requirements of State law, the County requires all bank and other deposits to be federally insured or collateralized with eligible securities as noted below. Financial institutions serving as County Depositories will be required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement shall define the County's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State Regulations, including:

1. the Agreement must be in writing;
2. the Agreement has to be executed by the Depository and the County contemporaneously with the acquisition of the asset;
3. the Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the County;
4. the Agreement must be part of the Depository's "official record" continuously since its executions.

ALLOWABLE COLLATERAL

Certificates of Deposit – Eligible securities for collateralization of deposits are defined as obligations of the United States or its agencies and instrumentalities that are acceptable under the "Public Funds Collateral Act," as amended. No CMO's shall be allowed as collateral.

SAFEKEEPING

The County shall contract with a financial institution(s) for the safekeeping of securities either owned by the County as a part of its investment portfolio or as part of its depository agreement(s). All collateral securing deposits must be held by a third-party banking institution acceptable to and under contract with the County.

AUTHORITY TO INVEST

The County Judge and County Treasurer are the "Investment Officers" of the County. As Investment Officers, they are authorized to invest, transfer, execute documentation, and otherwise manage County funds according to this Policy. Subject to Commissioners Court approval, the Investment Officers may also contract with an Investment Advisor to assist the County in the development and implementation of an effective investment policy and strategy.

PRUDENT INVESTMENT MANAGEMENT

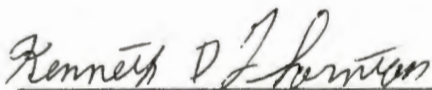
The Investment Officers shall perform their duties in accordance with this Investment Policy. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

REPORTING

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide an annual comprehensive report to the County Commissioners Court.

This Investment Policy shall be in full force and effect from and after its approval by the Commissioner Court of Hunt County, Texas.

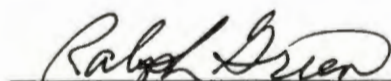
PASSED and APPROVED this the 22nd day of October 2001.



Kenneth Thornton, Commissioner Pct. 1



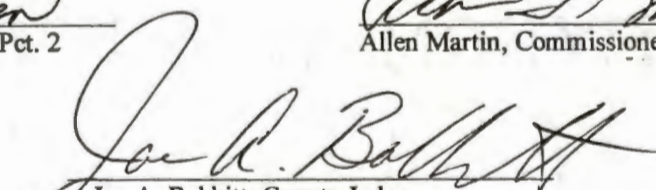
Phillip Martin, Commissioner Pct. 3



Ralph Green, Commissioner Pct. 2



Allen Martin, Commissioner Pct. 4

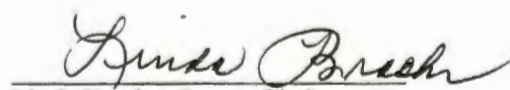


Joe A. Bobbitt, County Judge



Delores Shelton, County Treasurer

ATTEST:



Linda Brooks, County Clerk