Laneville Tower-Miscellaneous Expenses	Date		Amount	
Terracon-est.included in original	3/23/2025	$	5,450.00	
Winn Tex (demo old tower)	5/18/2025	$	4,000.00	
4S Construction(slab)	6/6/2025	$	1,850.00	
4S Construction(slab)	7/5/2025	$	1,850.00	
Simply Electric	10/5/2025	$	2,849.35	
DLR Masonery	2/1/2026	$	1,200.00	
Simply Electric	2/1/2026	$	19,878.38	
Winn Tex- grounding ring	1/28/2026	$	9,100.00	
Automatic Gas	2/1/2026	$	2,214.99	
Davidson Builders	2/22/2026	$	748.00	
Winn Tex- grounding ring	2/8/2026	$	4,250.00	
Simmons A/C	2/26/2026	$	5,290.52	
Patrick Dooley (Ace Hardware/Allthread)	3/2/2026	$	34.60	
Simply Electric	3/5/2026	$	6,422.21	
Creel Fencing	3/9/2026	$	6,575.00	
Simply Electric-grounding	3/20/2026	$	14,663.12	
Creel Fencing-grounding	3/29/2026	$	1,200.00	
Simply Electric-more gounding	4/9/2026	$	3,794.44	
Michael Searcy 9-1-25 thru 4-15-26		$	7,200.00	96 hours @$75.00
VFIS-property insurance	4/12/2026	$	4,469.00	
Move bldg. to Laneville-Nichols Transport	4/3/2026	$	8,000.00	
Searcy 4-15 thru 6-15	6/18/2026	$	3,550.00	
Searcy 6-16 thru 6-30	7/2/2026	$	1,125.00	15 hours @$75.00
Searcy 7-1 thru 7-15		$	825.00	11 hours
Chilo's Lawn Service		$	7,500.00	

Approved Pub. Comm.

Brad 7-1 thru 7-15		$	300.00	6 hrs @$50.00
Searcy 7-16 thru 7-31		$	1,575.00	21 hrs @$75.00
Brad 7-15 thru 7-31		$	900.00	18 hrs @$50.00
4S Enterprises-Metal Roof	8/8/2026	$	3,400.00	
Winntex Tower		$	292,120.00	
Total of Miscellanous Items		$	422,334.61	
Motorola Contract Equipment		$	811,802.00	
Final Total		**$**	**1,234,136.61**	

Pub. Comments
Gloria

RUSK COUNTY EMERGENCY SERVICES DISTRICT # 1
RMS QUARTERLY FUNDS DISTRIBUTION

YEAR 2026 QUARTER 3rd

DEPARTMENT	BASE AMOUNT	TOTAL RUNS	RUN BONUS	SUB-TOTAL	TOTAL CASH DISTRIBUTION	MAN HOURS	# MEMBERS
CARLISLE	1000	99	$3,868.97	$4,868.97	$4,868.97	397	24
CHURCH HILL	1000	68	$2,657.47	$3,657.47	$3,657.47	1260	19
CRIMS CHAPEL	1000	53	$2,071.26	$3,071.26	$3,071.26	193	8
EASTSIDE	1000	45	$1,758.62	$2,758.62	$2,758.62	314	14
ELDERVILLE-LAKEPORT	1000	35	$1,367.82	$2,367.82	$2,367.82		
HENDERSON	1000	89	$3,478.16	$4,478.16	$4,478.16		
KILGORE	1000	50	$1,954.02	$2,954.02	$2,954.02		
LANEVILLE	1000	78	$3,048.28	$4,048.28	$4,048.28	224	14
MT ENTERPRISE	1000	92	$3,595.40	$4,595.40	$4,595.40	614	13
NEW LONDON	1000	44	$1,719.54	$2,719.54	$2,719.54		21
NEW SALEM	1000	15	$586.21	$1,586.21	$1,586.21	60	6
OVERTON	1000	61	$2,383.91	$3,383.91	$3,383.91		19
REKLAW	1000	20	$781.61	$1,781.61	$1,781.61	46	10
TATUM	1000	83	$3,243.68	$4,243.68	$4,243.68	479	16
KILGORE RESCUE	1000	26	$1,016.09	$2,016.09	$2,016.09		8
RUSK CO. RESCUE	1000	12	$468.97	$1,468.97	$1,468.97	288	12
TOTALS	$ 16,000.00	870	$34,000.00	$50,000.00	$50,000.00	3875	184

$ 34,000.00 | 870 | (TOTAL NUMBER OF RUNS) = | PER RUN-39.080459

TOTAL QUARTERLY PAYMENT =50,000.00

EASTON VFD $100 PER RUN-0

GARRISON VFD QUARTERLY CONTRACT PAYMENT OF $2000.00 (NOT ITEMIZED ABOVE)

#5

OATH OF OFFICE

I, JEFF HARMON, DO SOLEMNLY SWEAR (OR AFFIRM) THAT I WILL FAITHFULLY EXECUTE THE DUTIES OF THE OFFICE OF RUSK COUNTY EMERGENCY SERVICES DISTRICT PCT#4 FOR RUSK COUNTY OF THE STATE OF TEXAS, AND WILL TO THE BEST OF MY ABILITY PRESERVE, PROTECT, AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES AND OF THIS STATE; AND I FURTHERMORE SOLEMNLY SWEAR (OR AFFIRM), THAT I HAVE NOT, DIRECTLY NOR INDIRECTLY PAID, OFFERED, OR PROMISED TO PAY, CONTRIBUTED, NOR PROMISED TO CONTRIBUTE ANY MONEY, OR VALUABLE THING, OR PROMISED ANY PUBLIC OFFICE OR EMPLOYMENT, AS A REWARD TO SECURE MY APPOINTMENT OR THE CONFIRMATION THEREOF. SO HELP ME GOD.

SIGNED Jeffrey L Harmon

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 1 DAY OF October, 2026.

Joel Hale

COUNTY JUDGE
RUSK COUNTY, TEXAS

CERTIFIED AGENDA

This CERTIFIED AGENDA is made pursuant to Section 551.074, Texas Government Code.

Rusk County Emergency Services District No. 1

Presiding Officer: David Burks

Date: Oct. 15, 2026

Time: _____
(Proceedings of Closed Meeting Began)

Subject Matter:

1. _____

_____

_____

2. _____

_____

_____

3. _____

_____

_____

Further Action taken regarding matters discussed in Executive Session:

_____

_____

Time: _____
(Closed Meeting Ended)

_____
Signature of Presiding Officer

#11

Jan-26 Monthly Account Transfers	From	To	Amount
Jan. 12	Checking	Sales/Use Acct.	$ 226,033.11
Sales and Use Tax to Money Market			
23-Jan		Gen.Money Mar.	$ 186,020.35
Property Tax Collections			
February	**From**	**To**	**Amount**
Feb. 2	Sales/Use Acct.	Checking	$ 509,747.99
Laneville Tower/Note on Bldg.			
Feb. 19	Checking	Sales/Use Acct.	$ 1,279,287.32
Sales/Use tax to Money Market			
Feb. 23	Checking	Gen.Money Mar.	$ 766,819.65
Property Tax Collections			
March	**From**	**To**	**Amount**
17-Mar	Checking	Sales/Use Acct.	$ 677,867.17
Sales/Use tax to Money Market			
20-Mar	Checking	Gen.Money Mar.	$ 449,292.17
Property Tax Collections			
$250,000.00 left in cking for Runs & Draws			
April			
13-Apr	Checking	Sales/Use Acct.	$ 1,073,925.62
Sales/Use tax to Money Market			
May			
15-May-26	Checking	Sales/Use Acct.	$ 826,271.13
Sales/Use tax to Money Market			
June			

#11

15-Jun-26	Checking	Sales/Use Acct.	$ 506,464.13
Sales/Use tax to Money Market			
July			
7/15/2026	Checking	Sales/Use Acct.	$ 573,459.25
Sales/Use tax to Money Market			
7/22/2026	Gen.Money Mkt.	Checking	$ 300,000.00
Purchase of SCBAs			
August			
8/18/2026	Checking	Sales/Use Acct.	$ 554,615.81
Sales/Use tax to Money Market			
September			
9/14/2026	Gen.Money Mkt.	Checking	$ 250,000.00
Annual insurance payment to VFIS			
9/17/2026	Checking	Sales/Use Acct.	$ 552,139.96
Sales/Use tax to Money Market			

#12

Aug-26	Beginning	Ending	Total
Carlisle Fire/Rescue- 3 accounts	$ 11,422.54	$ 6,538.10	
	$ 27,079.55	$ 27,079.55	
	$ 6,766.12	$ 6,766.12	**$ 40,383.77**
Church Hill VFD -2 accounts	$ 31,197.07	$ 29,723.64	
	$ 10,000.00	$ 10,000.00	
	$ 144,785.09	$ 144,785.09	**$ 184,508.73**
Crim Chapel VFD - 2 accounts	$ 6,421.30	$ 5,681.99	
	$ 34,264.22	$ 32,332.97	**$ 38,014.96**
Eastside VFD	$ 55,800.67	$ 51,285.66	**$ 51,285.66**
Laneville VD	$ 102,081.13	$ 101,366.32	**$ 101,366.32**
Mt. Enterprise - 2 accounts	$ 7,081.68	$ 41,721.53	
	$ 70,805.10	$ 67,031.05	**$ 108,752.58**
New London VFD	$ 20,545.81	$ 20,575.81	**$ 20,575.81**
New Salem VFD- 3 accounts	$ 37,822.89	$ 38,702.14	
	$ 45,035.62	$ 45,039.44	
	$ 25,009.31	$ 25,011.43	**$ 108,753.01**
Overton - 3 accounts	$ 358.40	$ 358.40	
	$ 55,595.82	$ 18,304.05	
	$ 31,307.17	$ 31,373.09	**$ 50,035.54**
Reklaw VFD	$ 26,064.31	$ 16,642.81	**$ 16,642.81**
Tatum VFD - 4 accounts	$ 1,507.14	$ 1,703.16	
	$ 46,042.20	$ 42,408.49	
	$ 4,754.12	$ 4,754.12	
	$ 8,136.52	$ 7,316.57	**$ 56,182.34**
Rusk Co. Rescue - 2 accounts	$ 27,911.87	$ 26,189.95	
	$ 2,585.39	$ 2,585.61	**$ 28,775.56**
Sep-26	**Beginning**	**Ending**	**Total**
Carlisle Fire/Rescue- 3 accounts	$ 6,538.10	$ 1,882.69	
	$ 27,079.55	$ 27,079.55	
	$ 6,766.12	$ 6,766.12	**$ 35,728.36**
Church Hill VFD -3 accounts	$ 29,723.64	$ 21,740.00	
	$ 10,420.00	$ 10,920.00	
	$ 144,855.17	$ 144,891.66	**$ 177,551.66**
Crim Chapel VFD - 2 accounts	$ 5,681.99	$ 10,032.62	
	$ 32,332.97	$ 28,894.14	**$ 38,926.76**
Eastside VFD	$ 51,285.66	$ 46,567.90	**$ 46,567.90**
Laneville VD	$ 101,366.32	$ 98,302.94	**$ 98,302.94**
Mt. Enterprise - 2 accounts	$ 41,721.53	$ 41,981.53	
	$ 67,031.05	$ 56,753.74	**$ 98,735.27**
New London VFD	$ 20,575.81	$ 20,407.37	**$ 20,407.37**
New Salem VFD- 3 accounts	$ 38,702.14	$ 35,824.04	
	$ 45,039.44	$ 45,043.14	
	$ 25,011.43	$ 25,013.49	**$ 105,880.67**
Overton - 3 accounts	$ 358.40	$ 358.40	
	$ 18,304.05	$ 41,036.97	
	$ 31,373.09	$ 28,822.39	**$ 70,217.76**
Reklaw VFD	$ 16,642.81	$ 19,319.43	**$ 19,319.43**
Tatum VFD - 4 accounts	$ 1,703.16	$ 1,552.28	
	$ 42,408.49	$ 39,882.37	
	$ 4,754.12	$ 4,754.12	

	$ 7,316.57	$ 9,036.57	$ **55,225.34**
Rusk Co. Rescue - 2 accounts	$ 26,189.95	$ 23,233.01	
	$ 2,585.61	$ 2,585.84	$ **25,818.85**

#13

3rd Quarter 2026	
July	
Chambers Cnty. TX MUD	$ 140,553.00
Forney TX ISD	$ 896,150.00
Grapeland TX ISD	$ 88,345.00
Harris Cnty MUD	$ 131,289.60
Harris Cnty MUD	$ 128,137.95
Harris Cnty MUD	$ 141,952.10
Harris Cnty MUD	$ 172,343.60
Harris Cnty MUD	$ 113,693.75
Palestine TX ISD	$ 1,420,269.80
Parkside at Mayfie	$ 94,425.45
San Augustine TX ISD	$ 2,000,240.00
Stockdale TX ISD	$ 150,087.00
Chamber Cnty No 1	$ 197,268.40
Denton Tex CTFS	$ 118,808.20
Fort Bend Cnty MUD	$ 112,555.30
Fort Bend MUD	$ 123,330.00
Fort Bend Tex MUD	$ 124,863.20
Goldthwaite ISD	$ 86,336.00
Imperial Redev Tx Unltd	$ 90,791.00
Jarrell TX ISD	$ 86,610.00
Kelly Lane Wtr Ctl	$ 87,382.00
Klein Tx. ISD	$ 87,811.00
Lancaster Tex Mud	$ 95,311.20
Lancaster Tex Mud	$ 114,372.00

Lewisville Tx ISD	$	92,231.00
Lone Oak Tex Indp	$	93,486.95
Lubbock Cooper Tex IDPT	$	87,724.00
Midland Tex ATX and LTD	$	80,088.00
Montgomery Cnty Tx Util	$	192,168.00
North Tex Mun Wtr Dist	$	119,843.55
Northwest Harris Cnty MUD	$	126,310.80
Oak Point Tx Water	$	124,997.50
Pflugerville Tx Ltd Tax	$	88,247.25
Poth TX Cons.Indp.Sch	$	93,041.55
Prosper Tex INDPT	$	85,709.00
Sienna Plantation MUD	$	311,816.70
Sienna Plantation MUD	$	89,152.00
Sunfield Mud	$	93,866.00
Tyler Tex Wtr Swr Sys Rev	$	241,296.00
Van Vleck Tx. ISD	$	98,135.00
Venus Tx. ISD	$	129,797.00
Viridian Mun Mgmt District	$	99,058.30
Waco Tex ISD	$	92,835.60
Williamson Cnty Tex MUD	$	90,449.00
Williamson Cnty Tex MUD	$	84,477.00
Total Market Value	**$**	**12,317,655.75**
Deposit Totals	**$**	**11,708,417.75**
August		
Chambers Cnty. TX MUD	$	140,547.40
Forney TX ISD	$	693,630.00

Grapeland TX ISD	$	86,613.00
Harris Cnty MUD	$	130,392.00
Harris Cnty MUD	$	125,870.15
Harris Cnty MUD	$	141,046.90
Harris Cnty MUD	$	170,255.20
Harris Cnty MUD	$	112,353.75
Palestine TX ISD	$	1,420,142.00
Parkside at Mayfie	$	92,864.10
Chamber Cnty No 1	$	197,075.20
Denton Tex CTFS	$	117,538.40
Fort Bend Cnty MUD	$	111,302.10
Fort Bend MUD	$	121,066.50
Fort Bend Tex MUD	$	125,683.60
Goldthwaite TX ISD MUD	$	84,697.00
Imperial Redev Tx Unltd	$	89,733.00
Jarrell TX ISD	$	86,156.00
Kelly Lane Wtr Ctl	$	85,825.00
Klein Tx. ISD	$	86,999.00
Lancaster Tex Mud	$	94,855.20
Lancaster Tex Mud	$	113,535.00
Lewisville Tx ISD	$	92,610.00
Lone Oak Tex Indp	$	91,316.90
Lubbock Cooper Tex IDPT	$	85,921.00
Midland Tex ATX and LTD	$	78,339.00
Montgomery Cnty Tx Util	$	188,558.00
North Tex Mun Wtr Dist	$	118,397.70

Northwest Harris Cnty MUD	$	126,310.80
Oak Point Tx Water	$	124,996.25
Pflugerville Tx Ltd Tax	$	87,554.25
Poth TX Cons.Indp.Sch	$	92,134.35
Prosper Tex INDPT	$	84,581.00
Sienna Plantation MUD	$	296,283.00
Sienna Plantation MUD	$	88,118.00
Sunfield Mud	$	92,103.00
Tyler Tex Wtr Swr Sys Rev	$	235,206.00
Van Vleck Tx. ISD	$	96,153.75
Venus Tx. ISD	$	127,117.05
Viridian Mun Mgmt District	$	97,474.30
Waco Tex ISD	$	90,824.80
Williamson Cnty Tex MUD	$	90,555.00
Williamson Cnty Tex MUD	$	81,888.00
Total Market Value	**$**	**12,844,622.65**
Deposit Totals	**$**	**12,188,273.04**
September		
Chambers Cnty. TX MUD	$	137,078.20
Forney TX ISD	$	837,680.00
Grapeland TX ISD	$	77,793.00
Harris Cnty MUD	$	123,190.40
Harris Cnty MUD	$	110,046.30
Harris Cnty MUD	$	126,895.45
Harris Cnty MUD	$	159,758.00
Harris Cnty MUD	$	108,058.75

Palestine TX ISD	$	1,369,448.00
Parkside at Mayfie	$	87,460.80
Chamber Cnty No 1	$	179,779.60
Denton Tex CTFS	$	105,863.80
Fort Bend Cnty MUD	$	183,462.50
Fort Bend City Levee	$	163,264.55
Fort Bend MUD	$	110,473.10
Fort Bend Tex MUD	$	108,148.50
Fort Bend MUD	$	119,085.40
Fort Bend MUD	$	164,167.10
Goldthwaite ISD	$	77,171.00
Imperial Redev Tx Unltd	$	80,610.00
Jarrell TX ISD	$	78,329.00
Kelly Lane Wtr Ctl	$	15,741.00
Klein Tx. ISD	$	82,257.00
Lancaster Tex Mud	$	86,250.00
Lancaster Tex Mud	$	102,774.00
Lewisville Tx ISD	$	86,313.00
Lone Oak Tex Indp	$	84,282.35
Lubbock Cooper Tex IDPT	$	79,134.00
Midland Tex ATX and LTD	$	74,402.00
Montgomery Cnty Tx Util	$	172,434.00
North Tex Mun Wtr Dist	$	102,924.00
Northwest Harris Cnty MUD	$	126,310.80
Oak Point Tx Water	$	114,393.75
Pflugerville Tx Ltd Tax	$	79,060.80

Poth TX Cons.Indp.Sch	$	92,134.35
Poth TX Cons.IDS ULTD	$	59,756.25
Prosper Tex INDPT	$	79,459.00
Sienna Plantation MUD	$	266,600.10
Sienna Plantation MUD	$	82,807.00
Sunfield Mud	$	83,087.00
Tyler Tex Wtr Swr Sys Rev	$	219,969.00
Van Vleck Tx. ISD	$	87,007.50
Venus Tx. ISD	$	112,573.40
Viridian Mun Mgmt District	$	87,734.90
Waco Tex ISD	$	85,472.20
Williamson Cnty Tex MUD	$	87,040.00
Williamson Cnty Tex MUD	$	72,921.00
Total Market Value	**$**	**12,930,401.85**
Deposit Totals	**$**	**12,527,467.27**

#13

Bank Accounts-

3rd Qtr. 2026		**Month End Amt.**	**Interest Earned**	**Interest**
July				
Sales & Use Tax		$ 9,328,831.27	$ 16,403.91	2.02
Reserve-Closed				
General Money Market		$ 1,546,339.69	$ 3,136.62	2.02
Obligations		$ 312,584.61	$ 564.36	2.02
August				
Obligations		$ 313,081.32	$ 496.71	2.02
General Money Market		$ 1,546,796.89	$ 2,457.20	2.02
Reserve-Closed				
Sales & Use Tax		$ 9,898,696.43	$ 15,249.36	2.02
September				
Reserve-Closed				
Obligations		$ 313,595.98	$ 514.66	2.02
Sales & Use Tax		$ 10,467,531.78	$ 16,695.39	2.02
General Money Market		$ 1,301,109.98	$ 2,313.09	2.02

#15

Gloria Dooley

From: Michael Searcy <michael@michael-searcy.com>
Sent: Tuesday, October 6, 2026 8:12 PM
To: Gloria Dooley
Subject: Agenda items for Communications section

1. Lending ID's to Christus Flight For Life helicopter radios due to availability issues until Christus can clear it up. Like what we did for Panola County although they aren't online yet.
2. I am getting a quote to install a radio and headsets in Carlisle's Attack 1 truck. It is the high water/brush truck and operates very loudly whether it is driving down the road or in service fighting fire. This creates a safety issue to the operator who must rely on holding a handheld mic to their ear while driving the truck.
3. I have been trying to help Marvin with the headsets in two of his smaller trucks, both control units have parts that were damaged and require repair or replacement (broken connectors that I cannot repair, and one smells burnt.) Marvin may choose to do this out of Crims Chapel's pocket, but I want the board aware that this is something that needs correcting if he wants to continue using them.

Michael Searcy

Owner
Michael-Searcy.com LLC - IT Consulting
michael@michael-searcy.com

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The authorized recipient of this information is prohibited from disclosing this information to any other party except as may be permitted by law, and is required to destroy the information after its intended purpose has been fulfilled, unless otherwise permitted by law.

y this item, expect a delay in shipping.



81

Kenwood Viking VP800 700/800Mhz Radio Full

1819group (31)
100% positive · Seller's other

US $5,000.00

as low as $240.04/mo with Klarna. Le

Condition: **Used**

"This equipment is fro department after a ve

Quantity: 1 Last on

B

A

Ad

Popular item 2 have already

Since facebook is a cesspool of con artists and folks wanting to make a buck, I found a reasonable dealer and a reasonable price on a brand new unit which is set up with even more features than our current Kenwood's currently possess.

Hopefully this will give the board food for thought as it pertains to surplusing and selling the Kenwood stock we have based on features and conditions of the radios we currently have.



Michael Searcy

Support Director

Rusk County ESD #1 Technical Operations

mseарcy@ruskcountytxfire.gov | 903.483.9200 – Office/Cell

www.ruskcountytxfire.gov

Please note updated e-mail contact

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Gloria Dooley

#16

From: Chief Jeremy Bozeman <jlbeastsidevfd@gmail.com>
Sent: Wednesday, October 7, 2026 8:23 AM
To: Gloria Dooley
Subject: EXTERNAL Fwd: Compressor
Attachments: Quote-Eastside Compressor Repair 2026.pdf

Caution: This email originated from a sender **OUTSIDE** of your organization!

Please proceed with caution and **DO NOT CLICK** links, open attachments or provide **ANY** information if the sender is unknown, you were **NOT** expecting the email message or the email message contains suspicious looking content. Please pay particular attention to email messages requesting you to verify accounts of any kind or requests to change your password(s) that **YOU DID NOT** initiate.

ESD agenda item to possible approve paying to get scba compressor up and running.

Chief Jeremy Bozeman
Eastside VFD
RCFFA President
cell # 903-445-1343

---------- Forwarded message ---------
From: **Michael Schaumburg** <mschaumburg@cascoindustries.com>
Date: Fri, Oct 2, 2026, 10:08 AM
Subject: RE: Compressor
To: Chief Jeremy Bozeman <jlbeastsidevfd@gmail.com>

Chief,

Please see the attached quote for your compressor repair. It includes the towers we originally talked about, replacing 5 gauges, replacing a stainless tube that is leaking, and a full service with air sample. The only items I don't have ins tock are the gauges because they are the old flange style but I can get them in a few days. Dusty will have to custom make that stainless tube because bauer doesn't make that one anymore but not a big deal.

Also,

I will have some items to donate for your fund raiser this month. Please let me know if you have any questions. Thank you!

Casco INDUSTRIES, INC.
Fire Equipment Sales & Service

MSA • BAUER AUTHORIZED DISTRIBUTOR

QUOTE

CSQ-2635
Date: October 2, 2026
Standard Pricing

#16

QUOTE PREPARED FOR

EASTSIDE VOL FIRE DEPARTMENT
11418 FM 840 EAST
MOUNT ENTERPRIS, TX, 75681
903-452-6378

PREPARED BY

Casco Industries, Inc.
Fire Equipment Sales & Service
Shreveport, LA | cascoind.com

#	PART NUMBER	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED
1	BAU-080145	TOWER CHAMBER SECURUS PURIFICATION	EA	1	$1,920.00	**$1,920.00**
2	BAU-079146	TOWER WATER SEPERATOR	EA	1	$1,440.00	**$1,440.00**
3	BAU-CON-0320-SS	CONNECTOR SS	EA	3	$52.00	**$156.00**
4	BAU-N04499	GASKET COPPER	EA	3	$6.00	**$18.00**
5	CAS-GAG-CBMF7500	GAUGE FLANGE MOUNT 0-7500 PSI	EA	5	$41.00	**$205.00**
6	CAS-STAINLESS TUBE	TUBE PER SPEC SATINLESS	EA	1	$95.00	**$95.00**
7	BAU-060037A	Cartridge Purification Securus	EA	1	$258.00	**$258.00**
8	BAU-N25326	Element Oil Filter	EA	1	$11.56	**$11.56**
9	BAU-N25950	Element Air Intake Filter	EA	1	$12.50	**$12.50**
10	BAU-OIL-0024	Oil Synthetic 1 Gallon	EA	1	$117.00	**$117.00**
11	CAS-AIR SAMPLE	Air Sample w/Test Results	EA	1	$140.00	**$140.00**
12	SERVICE LABOR	Service Labor	EA	4	$125.00	**$500.00**
13	SERVICE CALL	Service Call	EA	1	$75.00	**$75.00**

Quote Total: $4,948.06

18

RESOLUTION OF RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AUTHORIZING SALE OF SURPLUS PROPERTY

STATE OF TEXAS §
§
COUNTY OF RUSK §

WHEREAS, Rusk County Emergency Services District No. 1 (the "District") currently owns the personal property described on Exhibit "A", attached and incorporated in this Resolution by reference (the "Property"); and

WHEREAS, the District is not currently using the Property and has no foreseeable use for the Property.

THE BOARD OF EMERGENCY SERVICES COMMISSIONERS OF RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1 RESOLVES THAT:

Section 1. The Property is surplus, not needed by the District, and will not be needed by the District in the foreseeable future. Further, the Property possesses some usefulness for the purpose for which it was intended or for some other purpose.

Section 2. The District is offering the Property for sale, and the Board of Commissioners ("Board") hereby determines that it is in the best interest of the District to do so.

Section 3. The total fair market value of the Property listed on Exhibit "A" is determined to be $_____.

Section 4. The District may post the Property for sale on an internet auction site for at least 10 days prior to the sale, and the Board determines that it is advantageous for the District to do so. The Board may reject any or all bids made through the internet posting.

Section 5. The District may contract with a private vendor to sell the Property.

Section 6. Pursuant to Texas Health & Safety Code Section 775.0735, the Board authorizes the District to sell the Property, or any individual piece of the Property, to any bidder who makes a bid accepted by the District.

Section 7. Alternatively, the District may sell the Property, or any individual piece of the Property, to any district providing emergency services or fire department which operates within this State pursuant to Texas Health & Safety Code Section 775.251.

ADOPTED this 15th day of October 2026.

RUSK COUNTY EMERGENCY SERVICES
DISTRICT NO. 1

By:_____
David Burks, President

ATTEST:

_____
Gloria Dooley, Secretary/Treasurer

EXHIBIT "A"

PROPERTY

YEAR	DESCRIPTION	VIN	FAIR MARKET VALUE	DISPOSITION
2003	Ford Brush Truck	1FDAW57P43EC28430		Surplus

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF RUSK §

The undersigned officer of the Board of Commissioners of Rusk County Emergency Services District No. 1 hereby certifies as follows:

The Board of Rusk County Emergency Services District No. 1 ("District") convened in regular session on the 15th day of October 2026, at 1515 Whippoorwill Ave., Henderson, Texas, and the following officers and members of the Board:

David Burks	-	President
Gloria Dooley	-	Secretary/Treasurer
Jeff Harmon	-	Commissioner
Wayne Griffith	-	Commissioner
Curtis Collins	-	Commissioner

were present, except Commissioner(s) _____, thus constituting a quorum. Among other business, a:

RESOLUTION OF RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AUTHORIZING SALE OF SURPLUS PROPERTY

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Resolution adopted at the meeting described above is attached to this certificate. The Resolution has been duly recorded in the District's minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in Paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place, and purpose of the Board meeting, and that the Resolution would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public, as required by law, and public notice of the time, place, and subject of the meeting was given, as required by Chapter 551 of the Texas Government Code.

SIGNED AND SEALED this ____ day of October 2026.

Gloria Dooley, Secretary/Treasurer
Board of Commissioners

THE STATE OF TEXAS §
§
COUNTY OF RUSK §

This instrument was acknowledged before me on the ____ day of October 2026, by Gloria Dooley, Secretary/Treasurer of the Board of Commissioners of Rusk County Emergency Services District No. 1, on behalf of the District.

(seal)

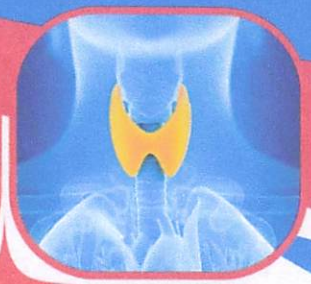
Notary Public Signature

#19

2026 Department Fuel Budgets		Amount
Carlisle Fire/Rescue		$ 5,200.00
Church Hill VFD		$ 6,000.00
Crims Chapel VFD		$ 8,000.00
Eastside VFD		$ 6,000.00
Laneville		$ 10,000.00
Mt. Enterprise VFD		$ 4,600.00
New London VFD		
New Salem VFD		$ 2,500.00
Overton VFD		$ 5,000.00
Reklaw VFD		$ 6,500.00
Rusk Co. Rescue		$ 1,500.00
Tatum VFD		

UDS
SAVING LIVES THROUGH PREVENTION

#20



Comprehensive Cancer & Cardiovascular Disease Detection for First Responders

Backed by a Completely Mobile Set-Up, State-Licensed Physicians, and Telemedicine Follow-Ups.

Cancer and Cardiovascular Disease Assessment

- ☑ Echocardiogram (Valve function, Heart Pumping Ejection Fraction)
- ☑ Carotid Doppler
- ☑ Aortic Aneurysm (AAA)
- ☑ Thyroid
- ☑ Liver & Spleen
- ☑ Gallbladder
- ☑ Kidney & Urinary Bladder
- ☑ Pelvic (External Women Only)
- ☑ Testicular (Men Only)

Additional Services (included in the program)

- Onsite program delivery.
- Online registration and scheduling.
- Complete report from the Radiologist.
- Complete report from the Cardiologist.
- Licensed Health Care Provider follow-up on abnormal findings/results.
- 2nd Outreach for abnormal results with coordination of care.
- Aggregate Data sent to host.

United Diagnostic Services, 1400 Avenue Z Ste 301 Brooklyn NY 11235

(646) 553-5803 service@udshealth.com www.udshealth.com

Gloria Dooley

From: Chief Jeremy Bozeman <jlbeastsidevfd@gmail.com>
Sent: Tuesday, September 22, 2026 6:36 PM
To: Gloria Dooley; Ray Lankin
Subject: EXTERNAL Fwd: Jeremy Bozeman and UDS
Attachments: UDS_Firefighter_Digital_Brochure-1.pdf

Caution: This email originated from a sender **OUTSIDE** of your organization!

Please proceed with caution and **DO NOT CLICK** links, open attachments or provide **ANY** information if the sender is unknown, you were **NOT** expecting the email message or the email message contains suspicious looking content. Please pay particular attention to email messages requesting you to verify accounts of any kind or requests to change your password(s) that **YOU DID NOT** initiate.

---------- Forwarded message ---------
From: **Ray Lankin** <rlankin@udshealth.com>
Date: Tue, Sep 22, 2026 at 6:32 PM
Subject: RE: Jeremy Bozeman and UDS
To: jlbeastsidevfd@gmail.com <jlbeastsidevfd@gmail.com>
Cc: Jestoni Nadayag <jnadayag@udshealth.com>, Spencer Ozarga Salazar <ssalazar@udshealth.com>, Adiba Dorcic <adorcic@udshealth.com>, Client Coordination Team <clientscoordination@udshealth.com>

Hi Chief Bozeman,

Thank you for taking the time to meet with me, especially after returning from a major call. I appreciate your commitment to bringing early detection to Eastside VFD and the 200 volunteer firefighters across the 16 departments represented by the Rusk County Firefighters Association.

As discussed, United Diagnostic Services can bring our full-body ultrasound early detection program directly to your community. The program evaluates nine organs across four body systems, including the heart and major arteries, with a focus on identifying potential cancer, cardiovascular disease, and other abnormalities before symptoms develop. Physician interpretation and telemedicine follow-up for abnormal findings are included.

The program details we discussed are:

- **$360 per participant**, with payment after testing and no additional UDS program fees.
- **HSA/FSA payment options**, subject to each participant's plan requirement.
- **30-minute appointments**, with staffing and daily capacity matched to participation.
- Participation can include **active firefighters, retirees, recruits, cadets, and spouses**.

The ESD 1 training center could serve as a central location, pending approval and coordination with Gloria Dooley and the ESD board. We discussed using 300 square feet of open space. UDS brings the personnel, equipment, and supplies and handles registration, appointment scheduling, participant communications, preparation instructions, and results coordination.

We discussed **early November or early December** as possible timing, with a weeklong event as the starting plan. Final dates, staffing, and duration will depend on facility availability and the number of participants.

Please share our firefighter educational video and the attached digital brochure with Gloria, the ESD board, and the other department chiefs. I would be happy to meet with them directly to explain the program and answer questions.

I can also conduct educational Zoom meetings for your departments and shifts, including presentations broadcast on station TVs. This gives members an opportunity to understand the program, ask questions, and learn how to register.

To move forward:

1. **Connect us with Gloria** and share the information with the ESD board for review and facility approval.
2. **Complete our Intake Form** so our Client Coordination Team—Spencer, Angie, Natasha, and Adiba—can coordinate the location, dates, and scheduling.
3. **Send the surrounding-county list we discussed**, ideally within the week, including names and email addresses where available. Our team can handle outreach to departments within a 45-minute drive and explore participation from local law enforcement.
4. **Identify opportunities for educational meetings** with the chiefs and members so we can build participation across the county.

Our goal is to make this program accessible to rural volunteer departments while keeping the coordination manageable for you. I look forward to working with you, Gloria, and the participating departments.

Best,

Ray

Ray Lankin, CEO

United Diagnostic Services, LLC.

Cell: 646-701-2533

rlankin@udshealth.com

https://udshealth.com

#21

Triad Marine & Industrial Supply, Inc.
1155 FM 518
Kemah, Texas 77565
T: 281-334-0815
F: 281-334-0041
Email: tmiller@triadmarine.com

Date: **9/24/2026**
Quote: tjlm092426-1
Pages *1*

QUOTE

	Customer Info / Mailing Address		*Ship To, if different*
Name	Rusk County		
Address	Attn: Michael Searcy	*Address*	
Address		*Address*	
Address		*Address*	
City	*State* *Zip*	*City*	*State* *Zip*
Phone		*Phone*	
Fax			
Email	msearcy@ruskcountytxfire.gov		

*TX-TF1 PACKAGE**

PART NUMBER	*Notes*	*UNIT OF ISSUE*	*QTY*	*DESCRIPTION*	*UNIT PRICE*	*EXT. PRICE*
Z80902	*price with complet TX-TF1	Each	1	Zodiac FC420	$ 24,450.00	$ 24,450.00
		Each	1	Motor Support	$ 75.00	$ 75.00
MFS30DL		Each	1	Tohatsu MFS30DL, tiller steer, long sha	$ 4,769.00	$ 4,769.00
				rope start.		
		Each	1	6 Gallon EPA Approved Fuel Tank	$ 165.00	$ 165.00
		Set	1	Prinah Prop Kit, 3 blade prop and 3	$ 189.00	$ 189.00
				extra blades, prop wrench and gear bag		$ -
		Each	1	Galvanized Trailer, Custom Set for	$ 3,850.00	$ 3,850.00
				Zodiac Boat, Complete with		
				Bull horn winch stop, guides w/ led		
				Lights, spare tire w/ mount, and tongue		
				Jack, 2" Receiver		
		Each	1	Aluminum Trialer Tongue Box w/ Fram	$ 595.00	$ 595.00
		Each	1	Bow winch strap, complete w/shackles	$ 180.00	$ 180.00
		Set	1	Ratchet Tie Down Straps, set of 3	$ 65.00	$ 65.00
		Set	1	Lettering Plaque attached to boat	$ 425.00	$ 425.00
				black hypalon w/white reflective letterin		$ -
				pricing is for 20 characters or less		$ -
		Set	1	Anti-Fatigue Matting Installed on	$ 495.00	$ 495.00
				Aluminum Floorboards-Gray,		
		Hour	5	Labor	$ 165.00	$ 825.00
					Total	*$ 36,083.00*
					Sales Tax	
					Registration	
					***Freight*	*$ 775.00*
					Grand Total	*$ 36,858.00*

Approval to process as an order

Signature _____ *Date* _____

PO # _____

FOB: Factory Ship Point
Delivery: Dependant on Stock at Time of Order
Terms: Net 30 w/Government PO, 50% Down w/Balance on Ready to ship for all others.
*Pricing: 30 Days**

****Freight to Triad Marine from Manufacturers. Customer to pick up at Triad***

Notes: ETA for orders placed now is estimated to be in the APRIL to JUNE 2027 time frame.

If there are any quesitons regarding this quote please contact Tina Miller@ 281-334-0815 or tmiller@triadmarine.com

*Pricing Subject to Change Without Notice

Fluid

Rusk County Emergency Services District #1 (TX) - SWR16/ with Double Stack Trailer

Quote created: June 13, 2025 Reference: 20250613-141755263

Rusk County Emergency Services District #1 (TX)
1515 Whippoorwill St.
Henderson, TX 75652

Patrick Dooley
pdooley@ruskcountytxfire.gov
9036465609

	Quantity	Price	Total
Fluid 16 Swift Water Rescue	1	$16,262.40	$16,262.40

Overall Length: 16'
Length Inside: 10' 10"
Beam: 7'
Beam Internal: 3'8"
Tube Diameter 19"; 3 Chambers
Weight Capacity: 2,020 lbs.
Person Capacity: 10
Boat Weight: 220 lbs.

Hull and Deck

Aluminum Hull
10mm EVA decking
4" Elephant Trunk Deck Drains
Stainless Steel Bow/Stern Eyes for Lifting & Towing

Tubes

1670dtx Military Grade Hypalon Tubes
Inflation and Pressure Relief Valves
Non-Slip Rubber Applied to Tubes
Heavy-Duty EPDM Rubbing Strake
Lifelines
Nine Carry Handles
Two Righting Lines

Navigation and Safety

Tube Repair Kit with Pump
Paddles (2)

Mercury 30hp Engine with Piranha Props	1	$5,331.00	$5,331.00

	Quantity	Price	Total
Double Stack Trailer - Dual-Axle 6.5"Aluminum I-Beams Aluminum Cross Members Aluminum Deck and Cage Structure All Stainless Steel Fasteners (2) 3500lb. Galvanized Torsion Axle with removable super lube spindles 14" Radial Tires with Galvanized spoke wheels Spare tire and Vortex Hub Bracket (Mounts to extra hub with bearings) Aluminum Diamond Plate Step-On Fenders Submersible L.E.D. Lights w/ Water Tight 16-ga wire Additional marker lights Wheel Jack w/Caster 3-PVC Rollers per deck plus slick pads on all cross members to protect boat bottom 2-winches, One-per deck Two forward engine mounts that accommodate 2-engines per side Adjustable 2" Coupler Standard Expanded Aluminum between engine mounts for storage Fuel Caddy Electric Winch Ladder Walk Deck L track	1	$24,999.00	$24,999.00
Delivery Charge Delivery to Henderson, TX, $5.25/Mile	1,085	$5.25	$5,696.25

One-time subtotal	$52,288.65
Total	$52,288.65

This quote expires on November 1, 2026

Purchase terms Payment: NET 30 days from delivery, on a valid PO, unless otherwise negotiated. Sales Tax: Sales Tax is not included, as most government agencies/departments are exempt. If your agency/department is not exempt, sales tax will be included in the final cost. Shipping: Shipping costs are estimated based on a tow-away service by a third-party carrier. Agencies/department can arrange for their own shipping, at their own expense.

Questions? Contact me

Charles Herbert

cherbert@fluidmarine.com

Fluid Marine

91 Volks Way

Franklinton NC 27525

United States

#23

Proposed Holiday Schedule for 2027:

New Year's Day

MLK Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving & Day After

Christmas Eve & Christmas Day (plus day before & day after for a total of 4 days off at Christmas)

This schedule would pertain to all paid employees and the closing of the administrative offices at the ESD building.

#24

TEXAS CERTIFICATE OF TITLE

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FDKF38G6PNA86398	1993	FORD	PK

TITLE NUMBER	DATE TITLE ISSUED
39534820	07/07/93

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER	DEPARTMENTAL USE ONLY
	1	5100	638415	A763717

PREVIOUS OWNER
PREMIER FORD MERCURY HENDERSON TX

ODOMETER READING
000003

OWNER
EAST SIDE VFD
RT 2 BOX 50
MT ENTERPRISE, TEX 75681

REMARK(S)
ACTUAL MILEAGE
EXEMPT

X Kim Cu (President) Eastside VFD
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN
NONE

1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT ACCORDING TO THE RECORDS OF THE TEXAS DEPARTMENT OF TRANSPORTATION, THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIEN(S), AS SHOWN.

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

FORM 30-C REV. 8-92

12202135

TEXAS DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLE TITLES AND REGISTRATION

Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

0006043 #24

EAST SIDE VOLUNTEER FIRE, DEPARTMENT
11418 FM 840 E
MT ENTERPRISE, TX 75681-3169

DETACH HERE

TEXAS CERTIFICATE OF TITLE

TxDMV

TEXAS DEPARTMENT OF MOTOR VEHICLES

109315378

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FDUF4HT5CEA45217	2012	FORD	FT

TITLE/DOCUMENT NUMBER: 092302413041232 15 DATE TITLE ISSUED: 02/08/2013

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
	1 1/2	14300	1116583

PREVIOUS OWNER: PEGUES HURST LONGVIEW TX

ODOMETER READING: EXEMPT

OWNER:
EAST SIDE VOLUNTEER FIRE
DEPARTMENT
11418 FM 840 E
MT ENTERPRISE, TX 75681

REMARK(S):
DIESEL
EXEMPT

(X) _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN | 1ST LIENHOLDER

NONE

1ST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN | 2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN | 3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT

WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE _____ DATE

_____ SIGNATURE _____ DATE

_____ SIGNATURE _____ DATE

FORM 30-C REV. 04/2012

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

RESOLUTION OF RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AUTHORIZING SALE OF SURPLUS PROPERTY

STATE OF TEXAS §
§
COUNTY OF RUSK §

WHEREAS, Rusk County Emergency Services District No. 1 (the "District") currently owns the personal property described on Exhibit "A", attached and incorporated in this Resolution by reference (the "Property"); and

WHEREAS, the District is not currently using the Property and has no foreseeable use for the Property.

THE BOARD OF EMERGENCY SERVICES COMMISSIONERS OF RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1 RESOLVES THAT:

Section 1. The Property is surplus, not needed by the District, and will not be needed by the District in the foreseeable future. Further, the Property possesses some usefulness for the purpose for which it was intended or for some other purpose.

Section 2. The District is offering the Property for sale, and the Board of Commissioners ("Board") hereby determines that it is in the best interest of the District to do so.

Section 3. The total fair market value of the Property listed on Exhibit "A" is determined to be $_____.

Section 4. The District may post the Property for sale on an internet auction site for at least 10 days prior to the sale, and the Board determines that it is advantageous for the District to do so. The Board may reject any or all bids made through the internet posting.

Section 5. The District may contract with a private vendor to sell the Property.

Section 6. Pursuant to Texas Health & Safety Code Section 775.0735, the Board authorizes the District to sell the Property, or any individual piece of the Property, to any bidder who makes a bid accepted by the District.

Section 7. Alternatively, the District may sell the Property, or any individual piece of the Property, to any district providing emergency services or fire department which operates within this State pursuant to Texas Health & Safety Code Section 775.251.

ADOPTED this 15th day of October 2026.

RUSK COUNTY EMERGENCY SERVICES
DISTRICT NO. 1

By:_____
David Burks, President

ATTEST:

_____
Gloria Dooley, Secretary/Treasurer

EXHIBIT "A"

PROPERTY

YEAR	DESCRIPTION	VIN	FAIR MARKET VALUE	DISPOSITION
2003	Ford Brush Truck	1FDAW57P43EC28430		Surplus

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF RUSK §

The undersigned officer of the Board of Commissioners of Rusk County Emergency Services District No. 1 hereby certifies as follows:

The Board of Rusk County Emergency Services District No. 1 ("District") convened in regular session on the 15th day of October 2026, at 1515 Whippoorwill Ave., Henderson, Texas, and the following officers and members of the Board:

David Burks	-	President
Gloria Dooley	-	Secretary/Treasurer
Jeff Harman	-	Commissioner
Wayne Griffith	-	Commissioner
Curtis Collins	-	Commissioner

were present, except Commissioner(s) _____, thus constituting a quorum. Among other business, a:

RESOLUTION OF RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AUTHORIZING SALE OF SURPLUS PROPERTY

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Resolution adopted at the meeting described above is attached to this certificate. The Resolution has been duly recorded in the District's minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in Paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place, and purpose of the Board meeting, and that the Resolution would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public, as required by law, and public notice of the time, place, and subject of the meeting was given, as required by Chapter 551 of the Texas Government Code.

SIGNED AND SEALED this ____ day of October 2026.

Gloria Dooley, Secretary/Treasurer
Board of Commissioners

THE STATE OF TEXAS §
§
COUNTY OF RUSK §

This instrument was acknowledged before me on the ____ day of October 2026, by Gloria Dooley, Secretary/Treasurer of the Board of Commissioners of Rusk County Emergency Services District No. 1, on behalf of the District.

(seal)

Notary Public Signature

CONFLICT OF INTEREST AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF RUSK §

I, Jeff Harman, as a member of the Board of Commissioners of Rusk County Emergency Services District No. 1 ("District"), make this affidavit and on my oath state the following:

1. "I have a substantial interest, as defined by Texas Local Government Code §171.002, that could be affected by a vote or decision of the Board of Commissioners of the District;

2. "I am the owner of J.L. "Shiro" Harman Construction;

3. "On occasion, certain Volunteer Fire Departments that provide services to the District and the District elect to contract with J.L. "Shiro" Harman Construction for construction services.

4. "It is reasonably foreseeable that my vote or decision on a matter involving this business entity could confer a special economic effect on the business entity involved, and by extension, on myself.

5. "Upon the filing of this affidavit with the Secretary of the Board of Commissioners, I affirm that I will abstain from voting on or participating in any decision involving the District contracting for services with J.L. "Shiro" Harman Construction. I will abstain from voting on or participating in any decision involving payment for services provided to the District by J.L. "Shiro" Harman Construction. Additionally, I will abstain from voting on or participating in any decision involving payment by the District for any services provided by J.L. "Shiro" Harman Construction requested by a Volunteer Fire Department supported by the District. The current relationship between the District and the business entity is briefly described as follows: J.L. "Shiro" Harman Construction is an optional contractor for the District and the Volunteer Fire Departments the District supports."

FURTHER AFFIANT SAYETH NOT.

SIGNED this _____ day of October 2026.

_____
Jeff Harman, Commissioner

BEFORE ME, the undersigned authority, this day personally appeared Jeff Harman and on oath stated that the facts stated above are true and correct to the best of his knowledge or belief. Sworn to and subscribed before me on this _____ day of October 2026.

_____

Notary Public in and for the State of Texas

(SEAL)

INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES

This **INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES** ("Agreement"), effective as of January 1, 2027 ("Effective Date"), is by and between **RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1** ("Rusk ESD 1"), and the **CITY OF HENDERSON, TEXAS** ("City"), (singularly a "Party" and collectively the "Parties").

I. PARTIES

A. Rusk County Emergency Services District No. 1 is a political subdivision of the State of Texas, created pursuant to the provision of Section 48-e, Article III of the Texas Constitution, and organized and operating in Rusk County, Texas under Chapter 775 of the Texas Health & Safety Code.

B. The City of Henderson, Texas is a political subdivision and home rule municipality of the State of Texas.

II. AGREEMENT AND REPRESENTATIONS

A. Rusk ESD 1 and City enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Rusk ESD 1 and City acknowledge that the Rusk ESD 1's Board of Commissioners and City's Councilmembers met in separate open meetings, and each approved this Agreement by a majority vote of their governing bodies.

B. The purpose of the Agreement is for City to perform certain governmental functions and services for Rusk ESD 1. The governmental functions and services City will provide are limited to fire protection and suppression services, rescue, emergency medical, and first response emergency medical services (collectively "Emergency Services") to that certain area of Rusk ESD 1 ("Service Area"), more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

C. Pursuant to Chapter 791 of the Texas Government Code, and other applicable law, any funds required to be expended by either Party hereunder shall be from current revenues.

D. City acknowledges that it is familiar with the Service Area and agrees to provide the Emergency Services in accordance with this Agreement. Rusk ESD 1 and City agree and acknowledge that City shall in its sole discretion determine the manner in which to perform and deliver the Emergency Services, except as provided below.

E. City shall provide Emergency Services to the Service Area on a 24-hour basis, seven days per week.

F. Emergency Services response time is calculated as the time between receipt of the call from the dispatcher, or primary service answering point, and arrival of City's first apparatus on scene. The term "Apparatus" in this section means a firefighting engine, ladder truck, or brush truck. City shall respond to each incident dispatched. Response times shall reflect times and

personnel in accordance with applicable rules and regulations adopted by Rusk ESD 1, including any National Fire Protection Association ("NFPA") Standards that may be adopted by City.

G. City shall have a response time goal of 15 minutes or less for 90% of Emergency Services calls dispatched within the Service Area.

H. Rusk ESD 1 and City agree and acknowledge that City shall provide the Service Area with Emergency Services no less favorable than that provided to other comparable areas within City's territory, taking into account available resources, geographic distances from available equipment and facilities, and other factors City generally considers when arranging for the provision of Emergency Services within its territory.

I. It is understood and agreed between Rusk ESD 1 and City that City shall follow all rules and regulations established by Rusk County, City, and other appropriate authorities in providing the Emergency Services, including making any required reports to Rusk County regarding Emergency Services provided in the territory of Rusk ESD 1.

III. DUTIES AND RESPONSIBILITIES OF CITY

A. City agrees to provide Emergency Services to the Service Area, as provided by and subject to the limitations and provisions contained in this Agreement and shall undertake its best efforts to provide the necessary manpower and equipment for providing Emergency Services to Rusk ESD 1 in accordance with this Agreement.

B. Rusk ESD 1 acknowledges that City is a home rule municipality with statutory obligations to its own geographical area.

C. Rusk ESD 1 acknowledges that City's provision of Emergency Services to Rusk ESD 1 shall not be exclusive or primary but shall be rendered in the context of City's Emergency Services protocols in effect from time-to-time. Additionally, City acknowledges that it will provide Emergency Services to the Rusk ESD 1 territory in a comparable manner as those Emergency Services are provided in City's territory, taking into account the additional distance and time required for City to arrive at calls outside of City's territory.

D. A representative from City shall attend each of the Rusk ESD 1 monthly meetings and present its monthly Roll Call report at the meetings.

E. City may rely from time to time on mutual aid agreements that it has or will have with other fire departments, emergency services organizations, emergency medical services providers, governmental units, or other individuals or entities.

F. City shall name Rusk ESD 1 as an additional insured on its liability insurance policies during the original and any extended term of this Agreement. Such policies shall, at a minimum, provide for limits in excess of the maximum liability for acts or omissions for which governmental immunity is waived pursuant to Chapter 101 of the Texas Civil Practice & Remedies Code.

G. Records pertaining to Emergency Services provided shall be maintained by City to ensure compliance with all provisions of the Texas Public Information Act, and applicable law pertaining to the preservation of government records. All persons performing Emergency Services pursuant to this Agreement shall be the contractors, employees, or volunteers of City or agents of authorized entities contracting with City. Rusk ESD 1 shall have no responsibility to direct the performance of Emergency Services provided by such entities or persons or to ensure compliance with applicable law with regarding to the payment of wages, salaries, payroll taxes, provision of workers compensation insurance or compliance with any other applicable law, rule, regulation, or contractual obligation with respect to such entities or persons.

IV. DUTIES AND RESPONSIBILITIES OF RUSK ESD 1

Each quarter the District shall determine the amount that the District will pay per call based on the total number of calls made by all eligible departments providing emergency services to the District.

In consideration for City providing Emergency Services under this Agreement, Rusk ESD 1 agrees as follows:

A. to pay City a fiscal year payment in the amount of [*written amount*] ($_____); and

B. to pay City a quarterly run payment, which is the sum of the amount paid for the total number of calls City made during the applicable quarter plus $1,000.

V. TERM; EARLY TERMINATION

A. The term of this Agreement shall be for period of one year, commencing on Effective Date. Thereafter, the term of this Agreement shall automatically renew for additional one-year terms, subject to appropriation by Rusk ESD 1.

B. Either Party may terminate this Agreement upon at least 90 days' written notice to the other Party. Notices to a Party shall be delivered as noted below the signatures of the Parties.

VI. LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

A. City makes no guaranty or warranty regarding the level of fire and hazard insurance rates (i.e. ISO Ratings) for the residents within Rusk ESD 1. City agrees to cooperate should Rusk ESD 1 seek to obtain necessary approvals and/or to comply with the rules and regulations of any governmental entity so the fire and hazard insurance rates for residents in Rusk ESD 1 may be minimized, based upon approval granted by the Texas Department of Insurance or any other governmental entity with authority to do so.

B. City agrees to use its best efforts in carrying out its duties under this Agreement. However, City makes no warranty as to the services provided herein, nor does City warrant that any particular response time or level of response will be available or adhered to in carrying out this Agreement.

C. There are no third-party beneficiaries of this Agreement, and by entering into this Agreement, neither Party waives, nor shall be deemed to waive or limit, any grounds or bases of immunity or limitation of liability as a political subdivision, governmental unit, or as a volunteer or emergency services organization (as the case may be). Chapter 101, Texas Civil Practice & Remedies Code, and Chapter 775, Texas Health & Safety Code.

D. The Parties expressly acknowledge and agree that Rusk ESD 1 has no power to control or supervise the manner and means chosen by City to carry out the Emergency Services specified in this Agreement, and that Rusk ESD 1 shall have no liability for any intentional acts or omissions of City in providing any Emergency Services.

E. SPECIFICALLY CITING TEXAS GOVERNMENT CODE SECTION 791.006(A-1) AND TO THE EXTENT ALLOWED BY LAW, CITY SHALL BE LIABLE FOR THE ACTS AND OMISSIONS OF ITS OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS AND CONTRACTORS IN THE PROVISION OF EMERGENCY SERVICES IN THE TERRITORY OF RUSK ESD 1. SUCH ASSIGNMENT OF LIABILITY IS INTENDED TO BE DIFFERENT THAN THAT PROVIDED IN TEXAS GOVERNMENT CODE SECTION 791.006(A). TO THE EXTENT ALLOWED BY LAW, CITY SHALL FULLY INDEMNIFY AND HOLD HARMLESS RUSK ESD 1, AS WELL AS ITS COMMISSIONERS, OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES, FROM ANY AND ALL CIVIL LIABILITY OR OTHER CLAIMS OF ANY TYPE OR NATURE WHATSOEVER, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OR OMISSIONS, AND ALL ATTORNEY'S FEES AND RELATED COSTS, MADE ON ACCOUNT OF ANY LOSS OR DAMAGES THROUGH PERSONAL INJURIES, DEATHS, PROPERTY, OR OTHER DAMAGES, ARISING DIRECTLY OR INDIRECTLY OUT OF THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR THE INTENTIONAL ACTS OR OMISSIONS OF CITY OR ITS OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, OR REPRESENTATIVES, IN PERFORMING THE EMERGENCY SERVICES REQUIRED UNDER THIS AGREEMENT, PROVIDED THAT SUCH LOSS OR DAMAGES DO NOT ALSO ARISE OUT OF THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACT OR OMISSION OF AN OFFICIAL, AGENT, EMPLOYEE, VOLUNTEER, OR REPRESENTATIVE OF RUSK ESD 1.

F. Subsection E survives the termination of this Agreement.

G. Nothing in this Agreement expands the liability of either Party hereto under any applicable law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act, Chapter 101, Texas Civil Practice & Remedies Code, Chapter 775, Texas Health & Safety Code, or other applicable statutes, laws, rules, or regulations.

VII. AUTOMATIC AMENDMENT; AMENDMENT BY MUTUAL AGREEMENT

A. This Agreement shall be automatically amended to conform to any laws that are subsequently made applicable to Rusk ESD 1 or City. Should any of the provisions of this

Agreement conflict with any such law, the contrary provision of this Agreement shall be amended automatically to conform to current state law.

B. Other than amendments addressed by Section VII. A, above, this Agreement may be amended only by the mutual signed and written agreement of the Parties.

VIII. ASSIGNABILITY

This Agreement shall not be assigned by either Party. Notwithstanding the foregoing, City may contract with one or more third parties for the actual provision of Emergency Services under this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Rusk ESD 1 and City shall name their respective liaison for this Agreement and provide that name to the other Party.

B. The annual amounts payable for Emergency Services are mutually agreed to be payment for services only, and not payment for or toward facilities or equipment for City. No title and no equitable or legal ownership of any equipment, land, or apparatus purchased or otherwise held by City shall be taken or ever be construed to be in the name of Rusk ESD 1, unless specifically agreed to by the Parties hereto in a written and mutually-executed agreement.

C. It is not the intention of the Parties hereto to create a partnership or association. The duties and liabilities of Rusk ESD 1 and City are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or association or impose a partnership duty, obligation, or liability with respect to any one or more of the Parties hereto.

D. If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the Agreement, other than the invalid, unenforceable part, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

E. This Agreement embodies the entire agreement of the Parties and supersedes all previous communications, representations, or agreements between the Parties with respect to the matters contained in this Agreement.

F. Notwithstanding anything in this Agreement which may be construed to the contrary, this Agreement shall not operate as a merger, consolidation, or annexation of one political subdivision to the other, or as a joint venture, partnership, or ceding of either Party's rights or powers to the other.

G. All notices hereunder shall be in writing and delivered or sent Certified Mail, Return Receipt Requested, to the Parties at the following addresses:

RUSK ESD 1:
Attn: Board President
Rusk County ESD No. 1
P.O. Box 1911
Henderson, Texas 75653

With copy to:
The Carlton Law Firm, P.L.L.C.
c/o Kelli Carlton
4301 Westbank Drive, Suite 350B
Austin, Texas 78746

CITY:
Attn: Mayor
City of Henderson
300 W. Main St.
Henderson, Texas 75652

Notice is deemed received three days after the date of the postmark on the notice.

H. The Parties warrant and represent that each signatory has authority to execute this Agreement in the capacity indicated. This Agreement may be executed in duplicate originals, each of which shall constitute an original for all purposes and together shall constitute a fully executed and enforceable instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Agreement is dated the ____ day of _____ 2026, and effective as set forth above.

RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1	CITY OF HENDERSON
By: _____ David Burks, President	By: _____ Henry Pace, Mayor
ATTEST:	ATTEST:
_____ Gloria Dooley, Secretary/Treasurer	_____ Cheryl Jimerson, City Secretary

EXHIBIT "A"

[Map of Service Area]

INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES

This **INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES** ("Agreement"), effective as of January 1, 2027 ("Effective Date"), is by and between **RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1** ("Rusk ESD 1"), and the **CITY OF KILGORE, TEXAS** ("City"), (singularly a "Party" and collectively the "Parties").

I. PARTIES

A. Rusk County Emergency Services District No. 1 is a political subdivision of the State of Texas, created pursuant to the provision of Section 48-e, Article III of the Texas Constitution, and organized and operating in Rusk County, Texas under Chapter 775 of the Texas Health & Safety Code.

B. The City of Kilgore, Texas, is a political subdivision and home rule municipality of the State of Texas.

II. AGREEMENT AND REPRESENTATIONS

A. Rusk ESD 1 and City enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Rusk ESD 1 and City acknowledge that the Rusk ESD 1's Board of Commissioners and City's Councilmembers met in separate open meetings, and each approved this Agreement by a majority vote of their governing bodies.

B. The purpose of the Agreement is for City to perform certain governmental functions and services for Rusk ESD 1. The governmental functions and services City will provide are limited to fire protection and suppression services, rescue, emergency medical, and first response emergency medical services (collectively "Emergency Services") to that certain area of Rusk ESD 1 ("Service Area"), more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

C. Pursuant to Chapter 791 of the Texas Government Code, and other applicable law, any funds required to be expended by either Party hereunder shall be from current revenues.

D. City acknowledges that it is familiar with the Service Area and agrees to provide the Emergency Services in accordance with this Agreement. Rusk ESD 1 and City agree and acknowledge that City shall in its sole discretion determine the manner in which to perform and deliver the Emergency Services, except as provided below.

E. City shall provide Emergency Services to the Service Area on a 24-hour basis, seven days per week.

F. Emergency Services response time is calculated as the time between receipt of the call from the dispatcher, or primary service answering point, and arrival of City's first apparatus on scene. The term "Apparatus" in this section means a firefighting engine, ladder truck, or brush truck. City shall respond to each incident dispatched. Response times shall reflect times and

personnel in accordance with applicable rules and regulations adopted by Rusk ESD 1, including any National Fire Protection Association ("NFPA") Standards that may be adopted by City.

G. City shall have a response time goal of 15 minutes or less for 90% of Emergency Services calls dispatched within the Service Area.

H. Rusk ESD 1 and City agree and acknowledge that City shall provide the Service Area with Emergency Services no less favorable than that provided to other comparable areas within City's territory, taking into account available resources, geographic distances from available equipment and facilities, and other factors City generally considers when arranging for the provision of Emergency Services within its territory.

I. It is understood and agreed between Rusk ESD 1 and City that City shall follow all rules and regulations established by Rusk County, City, and other appropriate authorities in providing the Emergency Services, including making any required reports to Rusk County regarding Emergency Services provided in the territory of Rusk ESD 1.

III. DUTIES AND RESPONSIBILITIES OF CITY

A. City agrees to provide Emergency Services to the Service Area, as provided by and subject to the limitations and provisions contained in this Agreement and shall undertake its best efforts to provide the necessary manpower and equipment for providing Emergency Services to Rusk ESD 1 in accordance with this Agreement.

B. Rusk ESD 1 acknowledges that City is a home rule municipality with statutory obligations to its own geographical area.

C. Rusk ESD 1 acknowledges that City's provision of Emergency Services to Rusk ESD 1 shall not be exclusive or primary but shall be rendered in the context of City's Emergency Services protocols in effect from time-to-time. Additionally, City acknowledges that it will provide Emergency Services to the Rusk ESD 1 territory in a comparable manner as those Emergency Services are provided in City's territory, taking into account the additional distance and time required for City to arrive at calls outside of City's territory.

D. A representative from City shall attend each of the Rusk ESD 1 monthly meetings and present its monthly Roll Call report at the meetings.

E. City may rely from time to time on mutual aid agreements that it has or will have with other fire departments, emergency services organizations, emergency medical services providers, governmental units, or other individuals or entities.

F. City shall name Rusk ESD 1 as an additional insured on its liability insurance policies during the original and any extended term of this Agreement. Such policies shall, at a minimum, provide for limits in excess of the maximum liability for acts or omissions for which governmental immunity is waived pursuant to Chapter 101 of the Texas Civil Practice & Remedies Code.

G. Records pertaining to Emergency Services provided shall be maintained by City to ensure compliance with all provisions of the Texas Public Information Act, and applicable law pertaining to the preservation of government records. All persons performing Emergency Services pursuant to this Agreement shall be the contractors, employees, or volunteers of City or agents of authorized entities contracting with City. Rusk ESD 1 shall have no responsibility to direct the performance of Emergency Services provided by such entities or persons or to ensure compliance with applicable law with regarding to the payment of wages, salaries, payroll taxes, provision of workers compensation insurance or compliance with any other applicable law, rule, regulation, or contractual obligation with respect to such entities or persons.

IV. DUTIES AND RESPONSIBILITIES OF RUSK ESD 1

Each quarter the District shall determine the amount that the District will pay per call based on the total number of calls made by all eligible departments providing emergency services to the District.

In consideration for City providing Emergency Services under this Agreement, Rusk ESD 1 agrees as follows:

A. to pay City a fiscal year payment in the amount of [*written amount*] ($_____); and

B. to pay City a quarterly run payment, which is the sum of the amount paid for the total number of calls City made during the applicable quarter plus $1,000.

V. TERM; EARLY TERMINATION

A. The term of this Agreement shall be for period of one year, commencing on Effective Date. Thereafter, the term of this Agreement shall automatically renew for additional one-year terms, subject to appropriation by Rusk ESD 1.

B. Either Party may terminate this Agreement upon at least 90 days' written notice to the other Party. Notices to a Party shall be delivered as noted below the signatures of the Parties.

VI. LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

A. City makes no guaranty or warranty regarding the level of fire and hazard insurance rates (i.e. ISO Ratings) for the residents within Rusk ESD 1. City agrees to cooperate should Rusk ESD 1 seek to obtain necessary approvals and/or to comply with the rules and regulations of any governmental entity so the fire and hazard insurance rates for residents in Rusk ESD 1 may be minimized, based upon approval granted by the Texas Department of Insurance or any other governmental entity with authority to do so.

B. City agrees to use its best efforts in carrying out its duties under this Agreement. However, City makes no warranty as to the services provided herein, nor does City warrant that any particular response time or level of response will be available or adhered to in carrying out this Agreement.

C. There are no third party beneficiaries of this Agreement, and by entering into this Agreement, neither Party waives, nor shall be deemed to waive or limit, any grounds or bases of immunity or limitation of liability as a political subdivision, governmental unit, or as a volunteer or emergency services organization (as the case may be). Chapter 101, Texas Civil Practice & Remedies Code, and Chapter 775, Texas Health & Safety Code.

D. The Parties expressly acknowledge and agree that Rusk ESD 1 has no power to control or supervise the manner and means chosen by City to carry out the Emergency Services specified in this Agreement, and that Rusk ESD 1 shall have no liability for any intentional acts or omissions of City in providing any Emergency Services.

E. SPECIFICALLY CITING TEXAS GOVERNMENT CODE SECTION 791.006(A-1) AND TO THE EXTENT ALLOWED BY LAW, CITY SHALL BE LIABLE FOR THE ACTS AND OMISSIONS OF ITS OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS AND CONTRACTORS IN THE PROVISION OF EMERGENCY SERVICES IN THE TERRITORY OF RUSK ESD 1. SUCH ASSIGNMENT OF LIABILITY IS INTENDED TO BE DIFFERENT THAN THAT PROVIDED IN TEXAS GOVERNMENT CODE SECTION 791.006(A). TO THE EXTENT ALLOWED BY LAW, CITY SHALL FULLY INDEMNIFY AND HOLD HARMLESS RUSK ESD 1, AS WELL AS ITS COMMISSIONERS, OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES, FROM ANY AND ALL CIVIL LIABILITY OR OTHER CLAIMS OF ANY TYPE OR NATURE WHATSOEVER, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OR OMISSIONS, AND ALL ATTORNEY'S FEES AND RELATED COSTS, MADE ON ACCOUNT OF ANY LOSS OR DAMAGES THROUGH PERSONAL INJURIES, DEATHS, PROPERTY, OR OTHER DAMAGES, ARISING DIRECTLY OR INDIRECTLY OUT OF THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR THE INTENTIONAL ACTS OR OMISSIONS OF CITY OR ITS OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, OR REPRESENTATIVES, IN PERFORMING THE EMERGENCY SERVICES REQUIRED UNDER THIS AGREEMENT, PROVIDED THAT SUCH LOSS OR DAMAGES DO NOT ALSO ARISE OUT OF THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACT OR OMISSION OF AN OFFICIAL, AGENT, EMPLOYEE, VOLUNTEER, OR REPRESENTATIVE OF RUSK ESD 1.

F. Subsection E survives the termination of this Agreement.

G. Nothing in this Agreement expands the liability of either Party hereto under any applicable law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act, Chapter 101, Texas Civil Practice & Remedies Code, Chapter 775, Texas Health & Safety Code, or other applicable statutes, laws, rules, or regulations.

VII. AUTOMATIC AMENDMENT; AMENDMENT BY MUTUAL AGREEMENT

A. This Agreement shall be automatically amended to conform to any laws that are subsequently made applicable to Rusk ESD 1 or City. Should any of the provisions of this

Agreement conflict with any such law, the contrary provision of this Agreement shall be amended automatically to conform to current state law.

B. Other than amendments addressed by Section VII. A, above, this Agreement may be amended only by the mutual signed and written agreement of the Parties.

VIII. ASSIGNABILITY

This Agreement shall not be assigned by either Party. Notwithstanding the foregoing, City may contract with one or more third parties for the actual provision of Emergency Services under this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Rusk ESD 1 and City shall name their respective liaison for this Agreement and provide that name to the other Party.

B. The annual amounts payable for Emergency Services are mutually agreed to be payment for services only, and not payment for or toward facilities or equipment for City. No title and no equitable or legal ownership of any equipment, land, or apparatus purchased or otherwise held by City shall be taken or ever be construed to be in the name of Rusk ESD 1, unless specifically agreed to by the Parties hereto in a written and mutually-executed agreement.

C. It is not the intention of the Parties hereto to create a partnership or association. The duties and liabilities of Rusk ESD 1 and City are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or association or impose a partnership duty, obligation, or liability with respect to any one or more of the Parties hereto.

D. If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the Agreement, other than the invalid, unenforceable part, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

E. This Agreement embodies the entire agreement of the Parties and supersedes all previous communications, representations, or agreements between the Parties with respect to the matters contained in this Agreement.

F. Notwithstanding anything in this Agreement which may be construed to the contrary, this Agreement shall not operate as a merger, consolidation, or annexation of one political subdivision to the other, or as a joint venture, partnership, or ceding of either Party's rights or powers to the other.

G. All notices hereunder shall be in writing and delivered or sent Certified Mail, Return Receipt Requested, to the Parties at the following addresses:

RUSK ESD 1:
Attn: Board President
Rusk County ESD No. 1
P.O. Box 1911
Henderson, Texas 75653

With copy to:
The Carlton Law Firm, P.L.L.C.
c/o Kelli Carlton
4301 Westbank Drive, Suite 350B
Austin, Texas 78746

CITY:
Attn: Mayor
City of Kilgore
815 N. Kilgore Street
Kilgore, Texas 75662

Notice is deemed received three days after the date of the postmark on the notice.

H. The Parties warrant and represent that each signatory has authority to execute this Agreement in the capacity indicated. This Agreement may be executed in duplicate originals, each of which shall constitute an original for all purposes and together shall constitute a fully executed and enforceable instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Agreement is dated the ____ day of _____ 2026, and effective as set forth above.

RUSK COUNTY EMERGENCY SERVICES DISTRICT NO. 1	CITY OF KILGORE
By: _____ David Burks, President	By: _____ Ronnie E. Spradlin III, Mayor
ATTEST:	ATTEST:
_____ Gloria Dooley, Secretary/Treasurer	_____ Taylor Owings, City Clerk

EXHIBIT "A"

[Map of Service Area]