



**THE STATE OF TEXAS**

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**COUNTY OF CHAMBERS**

**CHAMBERS COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
AGENDA**

**January 14, 2026**

Notice is hereby given that a Regular Meeting of the Board of Commissioners of the Chambers County Emergency Services District No. 1 will be held on **January 14, 2026, at 6:00 p.m.**; at the **Winnie-Stowell Volunteer Fire Department (“WSVFD”) - 825 State Highway 124, Winnie, Texas 77665.**

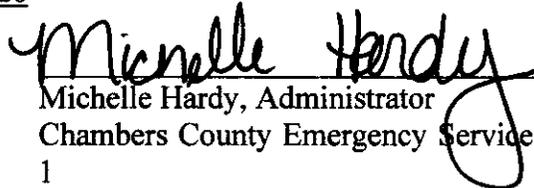
The following matters will be considered and may be acted upon at the meeting for the following purposes:

**DISCUSSION/ACTION ITEMS**

1. Call meeting to order.
2. Pledge of Allegiance.
3. Public Comment.
4. Oath of Office
5. Discuss and approve the minutes for the December 10, 2025 Regular Meeting.
6. Discuss and take-action, on the District’s Treasurers Report; District’s expenses; and amend the District’s budget, if necessary.
7. Receive Reports from:
  - a. Administrator, and
  - b. Chief’s, including the Department’s Financial Report.

8. Discuss and take-action, if necessary, on purchasing fire or EMS equipment and/or supplies as well as any proposed repairs, maintenance and/or testing.
9. Discuss and take-action, if necessary, for setting the meetings dates for 2026.
10. Discuss and take-action, if necessary, on adopted the Sixth Amended and Restated Service Agreement with the Department.

The notice for this meeting was filed and posted in compliance with the Texas Open Meeting Act on the 8<sup>th</sup> day of January 2026

  
 \_\_\_\_\_  
 Michelle Hardy, Administrator  
 Chambers County Emergency Services District No.  
 1

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**A packet containing all supportive documentation for this agenda is available for inspection on Tuesday nights at the Winnie-Stowell Volunteer Fire Station, located at 825 State Highway 124, Winnie, Texas, 77665, between the hours of 7:00 p.m. and 9:00 pm.**

**The Board may retire to Executive Session any time between the meetings opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; to discuss Health Care Services as provided by Chapter 551.085 of the Texas Government Code; and/or, discussion of real estate acquisitions pursuant to Chapter 551.072 of the Texas Government Code. Action, if any, will be taken in open session.**

**Chambers County Emergency Services District No. 1 is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Mrs. Michelle Hardy at (409) 296-4133 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may utilize the statewide Relay Texas Program, 1-800-735-2988.**

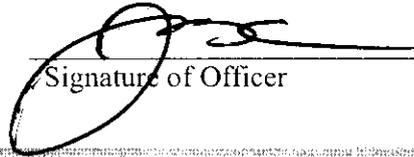
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Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Brad Crone, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Commissioner, Chambers County Emergency Services District, No. 1 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, so help me God.

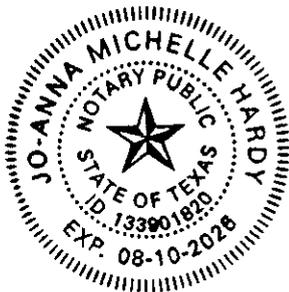
  
\_\_\_\_\_  
Signature of Officer

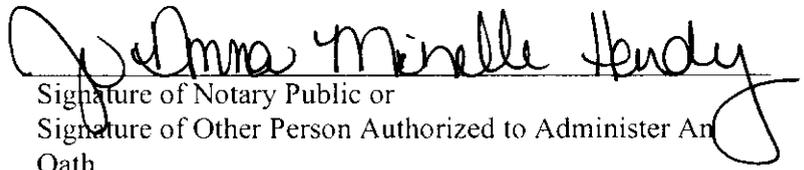
Certification of Person Authorized to Administer Oath

State of Texas  
County of Chambers

Sworn to and subscribed before me on this 14<sup>th</sup> day of January, 2024.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)



  
\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

J. Anna Michelle Hardy  
\_\_\_\_\_  
Printed or Typed Name

Form #2201 Rev. 05/2020  
Submit to:  
**SECRETARY OF STATE**  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

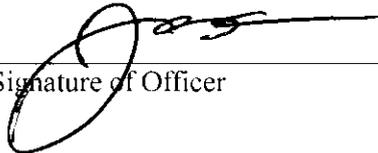
I, Brad Crone, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Commissioner, Chambers County Emergency Services District, No. 1.

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: January 14, 2026

  
\_\_\_\_\_  
Signature of Officer

Form #2201 Rev. 05/2020  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

**Statement**

I, Kenneth Thibodeaux, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Commissioner, Chambers County Emergency  
Services District, No. 1.

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: January 14, 2026

  
\_\_\_\_\_  
Signature of Officer

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Kenneth Thibodeaux, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Commissioner, Chambers County Emergency Services Dist., No. 1 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, so help me God.

Signature of Officer

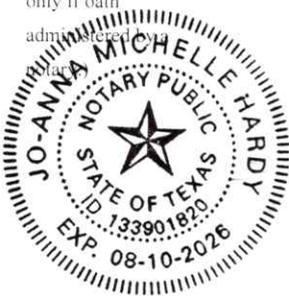
Certification of Person Authorized to Administer Oath

State of Texas

County of Chambers

Sworn to and subscribed before me on this 14<sup>th</sup> day of January, 2024.

(Affix Notary Seal,  
only if oath  
administered by  
notary)



Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Jo-Anna Michelle Hardy

Printed or Typed Name

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF COMMISSIONERS OF THE  
CHAMBERS COUNTY EMERGENCY SERVICES DISTRICT #1**

A regular meeting of the Board of Commissioners (“Board” or “Commissioners”) of the Chambers County Emergency Services District No. 1 (“District”) was scheduled for 6:00 p.m. on the 10<sup>th</sup> day of December 2025, at the Winnie-Stowell Volunteer Fire Department (“WSVFD” or “Department”) located at 825 State Highway 124, Winnie, Texas 77665 pursuant to notice duly posted according to law.

The roll was called of the Commissioners, to-wit:

<b>Commissioners</b>	<b>Position</b>
Mr. David Murrell	President
Mr. Brad Crone	Vice-President
Mr. Chris Barrow	Treasurer
Mr. Troy Dow	Secretary
Mr. Kenneth Thibodeaux	Assistant Treasurer

All said Commissioners were present less President Murrell and Commissioner Barrow. In addition to the above-named Commissioners, the following people were also present:

<b>Attendee</b>	<b>Position</b>
Mrs. Michelle Hardy	Administrator
Chief Greg Hollway	Chief, WSVFD
Mr. Hubert Oxford, IV	Benckenstein & Oxford, LLP
Mr. Richard Land	Chief Jack Brooks Regional Airport

Vice-President Crone then called the meeting to order at 6:10 p.m. and led the meeting. First, he asked those present to recite the Pledge of Allegiance and Pledge to the State Flag of Texas. Next, Vice-President Crone asked for public comment but there were none.

**Agenda Item No. 4 - Discuss and approve the minutes for the October 15, 2025 Regular Meeting.**

Vice-President Crone then asked that the Commissioners to address Agenda Item No. 4, to review the minutes of the October 15, 2025 Regular Meeting. No minutes were presented for November 2025, as the regularly scheduled meeting was cancelled due to the absence of a quorum.

Consequently, Commissioner Dow made a motion to approve the minutes of the October 15, 2025 Regular Meeting as presented. This motion was seconded by Commissioner Thibodeaux and unanimously approved by all the Commissioners.

**Agenda Item No. 5 - Discuss and take-action, on the October and November 2025 District’s Treasurers Reports; District’s expenses; and amend the District’s budget, if necessary.**

Mrs. Hardy was then called upon to present the District’s Treasurer’s Reports and financial information for October 2025 and November 2025. Mrs. Hardy reviewed the income received, expenditures incurred, and account balances for each reporting period.

With respect to the October 2025 financials, Mrs. Hardy reported that the District’s checking account balance prior to receipt of the Comptroller payment on October 10, 2025 was \$45,714.76. She further reported that the Comptroller’s October payment, in the amount of \$54,832.10, was received on that date, increasing the checking account balance to \$100,546.86. Mrs. Hardy then explained that October invoices paid totaled \$50,383.22, along with payroll tax payments of \$1,195.00. After payment of invoices and taxes, and following a transfer of \$5,000.00 to TexSTAR, the District’s October ending checking account balance was \$43,968.04. A complete list of the October invoices paid is set forth in **Exhibit “A-1”**.

Turning to the November 2025 financials, which were scheduled to be approved at the December 10, 2025 Regular Meeting, Mrs. Hardy reported that the District began the month with a checking account balance of \$48,494.19. She further reported that the District received its monthly Comptroller payment on November 7, 2025, in the amount of \$74,466.03, which increased the checking account balance, prior to payment of invoices, to \$122,960.22. Mrs. Hardy then reported that outstanding invoices and payroll expenses totaled \$64,573.39, consisting of \$63,378.39 in invoices and \$1,195.00 in payroll tax payments. Following payment of the invoices and payroll taxes, Mrs. Hardy stated that the District would have a checking account balance of \$58,386.83. Lastly, based on this balance, Mrs. Hardy recommended that the District transfer \$30,000.00 from the checking account to the TexSTAR account. *See Exhibit “A-2”*. If approved, the transfer would leave a remaining checking account balance of \$28,386.83.

Next, Mrs. Hardy discussed the District’s account balances for October and November 2025. The ending balances for the District’s accounts as of the close of each reporting period were summarized as follows:

<b>October 2025</b>				
<b>Account</b>	<b>Beginning Balance</b>	<b>Change (±)</b>	<b>Ending Balance</b>	<b>Notes (Transfers / Interest)</b>
East Chambers Money Market	\$176,669.45	\$271.05	\$176,940.50	Increase due to interest payment.
Texas First Bank Money Market	\$5,668.36	\$0.47	\$5,668.84	No change.
Common Cents Credit Union	\$230,751.83	\$1,949.23	\$232,701.06	Increase due to interest payment
TexSTAR	\$1,344,188.43	\$4,654.55	\$1,348,842.98	Increase due to interest payment
<b>Combined Balances (Including</b>	<b>\$2,048,247.01</b>	<b>\$13,666.67</b>	<b>\$2,061,913.68</b>	

checking, invoices to be paid				
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See Exhibit “A-1”.

November 2025				
Account	Beginning Balance	Change (±)	Ending Balance	Notes (Transfers / Interest)
East Chambers Money Market	\$176,940.50	(\$140,926.63)	\$36,013.87	Reduction due to purchase of Chief’s vehicle and Adminsitrator’s vehicle.
Texas First Bank Money Market	\$5,668.36	\$0.00	\$5,668.84	No change.
Common Cents Credit Union	\$232,701.06	\$0.00	\$232,701.06	No change
TexSTAR	\$1,348,842.98	\$260,690.57	\$1,609,533.55	Change includes interest payment and transfer from East Chambers of the funds previously on deposit at Prosperity Bank.
<b>Combined Balances (Including checking, invoices to be paid)</b>	\$2,061,913.68	(\$119,609.53)	\$1,942,304.15	Reduction due to transfers to checking for loan payments.

See Exhibit “A-2”.

Additionally, the Commissioners were asked to review reports for: 1) Aged Payables; 2) Account reconciliation for each account; 3) Account Registers for each account; and 4) the Financials for November 2025. See Exhibit “A-3” through “A-4”.

After all the District’s financials were discussed, Commissioner Thibodeaux made a motion to approve the following: 1) October 2025 and November 2025 Treasurer’s Reports; 2) the District’s November 2025 Financial Reports and Bank Reconciliations; 3) approve the invoices paid in November 2025 for October 2025 and the pending outstanding invoices from November 2025; and 4) the transfer of \$30,000.00 from the District’s checking account to the TexSTAR Account. This motion was seconded by Commissioner Dow and unanimously approved with the consent of all the Commissioners.

**Agenda Item No. 6 – Receive reports from the Administrator, Fire Chief, and Chief Land on the Feasibility Report.**

Vice President Crone then called on Mrs. Hardy to present her monthly report. A summary of the report is attached as **Exhibit “B”**. Mrs. Hardy then discussed the following matters:

- In October, the Department experienced a fuel delivery error from MidTex involving the misplacement of diesel and gasoline, which was discovered after an apparatus malfunctioned while returning from a fire; MidTex tested the fuel, drained and refilled the tanks, and the affected apparatus, including Rescue 21, were serviced at Siddons-Martin and Sour Lake Ford. MidTex advised the Department that it would submit an insurance claim covering all repair costs, towing expenses, and related charges.
- Casco is scheduled to conduct air quality testing on the bottle fill station and the MSA air packs within the next week.
- The Volunteer Fire Department County Funding Packet for the 2026 funding cycle was submitted and accepted and is awaiting fund deposit.
- The funding packet was approved at the Commissioners’ Court meeting held yesterday.
- Reappointments were presented at the same Commissioners’ Court meeting and were approved.
- Kenneth, Chris, and the Chief are registered to attend the SAFE-D conference in San Antonio in January.

After the Commissioners reviewed and discussed the Administrator’s Report for November 2025, Vice-President Crone then called on the Chief to present the Chief’s report. The Chief then presented the Commissioners with the year to date run report and discussed calls made in October and November 2025. Per the Chief, in October, the District and the Department responded to one-hundred and twenty-eight calls (128) and then in November they responded to one-hundred and fourteen calls (114). A summary is as follows:

Incident Type	2025												2025 Total
	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	
Structure Fires	5	1	4	0	0	2	3	6	3	1	2		27
Vehicle Fires	3	0	1	3	1	3	7	2	2	4	0		26
Grass/Marsh Fires	3	4	12	4	2	1	2	3	5	12	8		56
Trash/Unauthorized Burn	0	1	0	0	3	2	2	0	1	0	2		11
MVA/Jaws Rescue	12	6	17	12	12	18	8	8	8	11	17		129
Water Rescue/Recovery	0	0	0	0	0	0	0	0	0	0	0		0
Spills/Wash Down	4	1	2	5	1	1	3	5	2	6	7		37
Medical/First Responder	69	71	46	61	63	82	67	76	62	86	70		753
Investigation/Gas Leak/Power Line	0	0	0	0	0	0	0	0	0	0	0		0
Alarms (False, Fire, Smoke, Co)	2	3	3	8	3	1	3	4	4	4	5		40
Aircraft Accident	0	0	0	0	1	0	0	0	0	0	0		1
Other *	9	8	7	6	1	5	5	4	2	4	3		54
Mutual Aid	0	0	0	0	0	0	0	0	0	0	0		0
Cancelled/No Response	0	0	0	0	0	0	0	0	0	0	0		0
<b>Total</b>	<b>107</b>	<b>95</b>	<b>92</b>	<b>99</b>	<b>87</b>	<b>115</b>	<b>100</b>	<b>108</b>	<b>89</b>	<b>128</b>	<b>114</b>	<b>0</b>	<b>1134</b>

2024 Total = 1027 Incidents

November 2024 Total = 84 Incidents

October 2024 Total = 103

\* Other = Lift Assist/Public Assist

Thereafter, the Commissioners turned to the Chief's Report. A summary of the report is as follows:

- Engine 22 was taken out of service due to a fuel system leak and required emergency repairs.
- The ladder rack on Engine 22 is slow and intermittently inoperable and will need repair or replacement.
- The Kussmaul plug on Engine 21 was replaced, restoring the charging system; however, a hole in the cab roof continues to limit operation during inclement weather.
- Tanker 21 experienced a PTO drive failure and was taken to the shop to restore pumping capability.
- Call volume, incident severity, and call duration continue to increase, placing additional strain on apparatus and equipment.
- Two new box lights were purchased for Engine 22, along with eight new hand lights for Engine 22, Engine 21, Tanker 21, and Brush 21 due to failures of existing lights.
- Twenty sections of 1¾-inch hose are being purchased to replace aging and deteriorated pre-connect hose on both engines.
- New nozzles are being purchased to replace damaged and leaking nozzles currently in service.
- Hand lights and charging stations were ordered for the new Administrator's vehicle "A21") and Departments new vehicle ("D21").
- A new skid unit was ordered for the D21 new vehicle.
- A21 and D21 have been wrapped and upfit and are currently in the shop for installation of emergency lighting.
- The Department is working with Motorola to obtain quotes for radios for A21 and D21, with plans to use dual-band portable radios with mobile adapters.
- Due to increased call volume, labor-intensive incidents, and limited mutual aid availability, the department will need to evaluate adding an additional staff member.
- Call data is being reviewed to identify patterns and determine the most effective times for additional staffing.

Following discussion of the run report and related items, the Chief directed the Commissioners to their packets for the complete Chief's report, which includes additional statistical reports, financials, and supporting materials. *See Exhibit "C"*.

Next, the Commissioners turned to Chief Land for an update on the feasibility report. *See Exhibit "D"*. Chief Land reported that he has nearly finished compiling and analyzing the staff survey and that the preliminary results reflect a department with strong foundational operational performance, but also several significant and urgent needs. Chief Land further reported that the survey results to date have identified several key strengths. Staff rated the Department's emergency response capability positively, noted that firefighting apparatus have been generally reliable and reported that most personnel have sufficient tools to perform their duties. Staff also indicated that the majority were satisfied with leadership communication.

Chief Land then reported that the survey results to date have also identified several major concerns. In particular, he stated that staff survey responses indicate that current staffing levels are

undersized and not sustainable over the long term. In addition, staff expressed significant concern regarding the condition of the current station and the need for a larger and modernized facility, including consideration of additional locations. Staff also reported mixed confidence in the Department's ability to respond to major incidents and limited confidence that the current organizational structure will support future growth.

In summary, the Chief stated that he has been able to identify several top priorities, such as facility expansion, staffing and recruitment, equipment modernization, inter-agency partnerships, and training and professional development. Chief Land advised that these preliminary results provide a roadmap for strategic planning, budget development, and future capital improvement discussions, and that addressing facilities, organizational structure, and staffing would have the greatest positive impact on operational performance and long-term sustainability.

**Agenda Item No. 7 - Discuss and take-action, if necessary, on purchasing fire or EMS equipment and/or supplies as well as any proposed repairs, maintenance, and/or testing.**

Turning to Agenda Item No. 7, Staff and Chief Holloway reported to the Board that both the station and the office were experiencing several plumbing issues. Staff explained that the most pressing issue is that the sewer line leading to the Trinity Bay Conservation District meter requires replacement. The existing line is an older concrete line that is no longer functioning properly and, if replaced, would require approximately 150 feet of new piping. In addition, certain sheetrock repairs are required, and the P-trap and shower strainer upstairs must be repaired or replaced to stop an ongoing leak.

After review of the quotes, Staff presented the Commissioners with three bids and recommended approval of the MVP Plumbing LLC proposal as the lowest bid in the amount of \$8,575.00. *See Exhibit "E"*. Staff and Chief Holloway further advised the Board that, once the work begins, additional plumbing issues may be discovered that could require further repairs or updates, and any additional recommended work would be brought back to the Board for review and approval at a subsequent meeting.

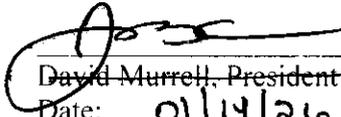
Upon the completion of the review of the proposed bids, a motion was made by Commissioner Thibodeaux to authorize the acceptance of the MVP Plumbing bid and to allow staff to spend up to \$15,000.00 on other various repairs that may arise. This motion was seconded by Commissioner Dow and unanimously approved with the consent of all the Commissioners.

**Agenda Item No. 8 - Discuss and take-action, if necessary, to renew the District's investment policy.**

Lastly, Vice President Crone called on Attorney Oxford to review the proposed Investment Policy for 2026. *See Exhibit "F"*. Attorney Oxford presented and reviewed the draft of the investment policy for 2026 and recommended that the Commissioners approve the policy.

The Commissioners concurred, and then a motion was made by Commissioner Dow to approve the 2026 District Investment Policy as presented. This motion was seconded by Commissioner Thibodeaux and unanimously approved with the consent of all the Commissioners.

Upon conclusion of the action items. Vice-President Crone informed the Commissioners that the next meeting would take place on January 14, 2026 at 6:00 p.m. Vice-President Crone then called for a motion to adjourn the meeting at 6:55 p.m. Commissioner Dow made a motion to adjourn, which was seconded by Commissioner Thibodeaux and unanimously approved by all Commissioners present.

  
~~David Murrell, President~~ James B. Crone, Vice President  
Date: 01/14/26

Upon conclusion of the action items, Vice-President Crone informed the Commissioners that the next meeting would take place on January 14, 2026 at 6:00 p.m. Vice-President Crone then called for a motion to adjourn the meeting at 6:55 p.m. Commissioner Dow made a motion to adjourn, which was seconded by Commissioner Thibodeaux and unanimously approved by all Commissioners present.

\_\_\_\_\_  
David Murrell, President  
Date: \_\_\_\_\_

<b>Bank Balance from December Statement</b>	<b>\$</b>	<b>66,227.77</b>
<b>Outstanding Debits/Credits</b>		

12/12/2025	Comptroller Payment		\$	67,666.77
12/8/2025	Deposit	Deposit From Chambners County	\$	42.42
12/29/2025	Deposit	Deposit from Winnie-Dodge	\$	368.00
11/12/2025	5180 Michelle Hardy	Cell Phone		-100.00
12/12/2025		EFTPS		-\$1,195.00
12/16/2025		Funds Transfer to TexStar	\$	(30,000.00)

**\$36,782.19**

<b>Bank Balance as of</b>		<b>\$103,009.96</b>
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DD	Jo-Anna Hardy	Administrator	4,187.50	<b>\$4,187.50</b>
DD	Barner, Kaleb	ESD Contracted Services	1,723.75	
DD	Belaire, Jonah	ESD Contracted Services	3,216.67	
DD	Callesto, Daniel	ESD Contracted Services	3,500.00	
DD	DeLacerda, Travis	ESD Contracted Services	5,100.00	
DD	Hollaway, Greg	ESD Contracted Services	3,625.00	
DD	Hopkins, Matt	ESD Contracted Services	2,525.00	
DD	Howard, Ryan	ESD Contracted Services	910.00	
DD	Land, Buddy	ESD Contracted Services	4,500.00	
DD	Lara, Ura	ESD Contracted Services	2,100.00	
DD	Nelson, Joshua	ESD Contracted Services	1,150.00	
DD	Lee, Brannon	ESD Contracted Services	5,068.73	
DD	Luke, Gabe	ESD Contracted Services	1,020.83	
DD	Silcox, Tyler	ESD Contracted Services	1,900.00	
DD	Warrick, Gary	ESD Contracted Services	600.00	
	5187 CenterPoint Energy	Utilities: Natural Gas	66.50	
	5189 Entergy	Utilities:Electric	366.81	
	5191 Heinz, Joshua	Professional Fees: Retainer	350.00	
	5190 Oxford IV, Hubert	Professional Fees: Retainer	350.00	
	5192 MES	Rescue Tool Service	1,475.06	
	5192 MES	SCBA Service	3,449.88	
	5195 Siddons-Martin	Engine 21 and Engine 22 Repair	5,539.64	
	5196 TBCD	Utilities: Water	89.83	
	5194 Safe-D	Dues for Safe-D	550.00	
	5197 Visa	Credit Card: Hardy	1,693.83	
	5198 Waste Management	Waste Management	229.53	
	5188 Spectrum Business	Utilities: Internet/TV	327.37	
	5193 Hardy, Michelle	Cell Phone	100.00	

<b>Total Bills</b>	<b>Total Bills Owed</b>	<b>\$56,331.91</b>
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	<b>Remaining funds in Checking Account</b>	<b>\$46,678.05</b>
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	Maintenance Fee	
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	<b>Funds remaining in ECCB Checking</b>	<b>\$46,678.05</b>
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<b>Ending Bank</b>		<b>\$46,678.05</b>
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<b>Checks Pending</b>		
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<b>Total Pending</b>	<b>\$</b>	<b>-</b>
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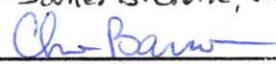
<b>Total Check Register</b>		<b>\$46,678.05</b>
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Bank Balance as of Current Meeting			
Outstanding Debits/Credits		\$	46,678.05
1/9/2026	Comptroller Payment	\$	65,890.80
			<u>\$65,890.80</u>
<b>Bank Balance</b>			<b>\$112,568.85</b>
<b>Bills Owed</b>			
DD	Jo-Anna Hardy	Administrator	4,199.50
DD	Barner, Kaleb	ESD Contracted Services	2,267.08
DD	Belaire, Jonah	ESD Contracted Services	1,800.00
DD	Callesto, Daniel	ESD Contracted Services	3,725.00
DD	DeLacerda, Travis	ESD Contracted Services	5,400.00
DD	Hollaway, Greg	ESD Contracted Services	3,475.00
DD	Hopkins, Matt	ESD Contracted Services	4,125.00
DD	Howard, Ryan	ESD Contracted Services	1,670.83
DD	Land, Buddy	ESD Contracted Services	5,700.00
DD	Lara, Ura	ESD Contracted Services	2,400.00
DD	Nelson, Joshua	ESD Contracted Services	575.00
DD	Lee, Brannon	ESD Contracted Services	4,450.00
DD	Luke, Gabe	ESD Contracted Services	1,337.50
DD	Silcox, Tyler	ESD Contracted Services	1,800.00
DD	Warrick, Gary	ESD Contracted Services	2,175.00
	5199 CenterPoint Energy	Utilities: Natural Gas	61.73
	5170 Casco Industries	SCBA testing	1,405.06
	5213 Entergy	Utilities:Electric	412.69
	5200 Heinz, Joshua	Professional Fees: Retainer	350.00
	5214 Oxford IV, Hubert	Professional Fees: Retainer	350.00
	5205 Seabreeze Beacon	Display AD	30.00
	5203 Southside Bank	Engine 22 Note	68,794.20
	5204 Strattoon's	Fire Station Maintenance	31.99
	5207 Vector Security	Service on system	37.63
	5215 TBCD	Utilities: WATER	185.85
	5206 TNT Wrecker	tow for B21	375.00
	5202 Sour Lake Ford	B21 Repair	441.21
	5208 VFIS	Bond for Barrow	400.00
	5209 Visa	Credit Card: Hardy	1,086.74
	5210 Waste Management	Waste Management	459.06
	5211 Wilber Tax Service	Year end preprations	300.00
	5212 Spectrum Business	Utilities: Internet/TV	327.37
	5201 Hardy, Michelle	Cell Phone	100.00
<b>Total Bills</b>		<b>Total Bills Owed</b>	<b>\$120,248.44</b>
		<b>Remaining funds in Checking Account</b>	<b>-\$7,679.59</b>
1/12/2026		EFTPS	\$ (1,183.00)
		Recommended Bank Transfers - FROM ECMM	\$ 30,000.00
		<b>Funds remaining in ECCB Checking</b>	<b>\$21,137.41</b>
<b>East Chambers Money Market</b>			
12/10/2025	<b>Beginning Balance</b>		\$ 36,048.40
	Transfer from Checking		.
	Transfer to Checking		.
12/31/2025	Interest Earned (1.25%)		\$ 40.74
1/14/2026	<b>Currently in East Chambers Money Market</b>		\$ 36,089.14
<b>Texas First Bank Money Market</b>			
12/10/2025	<b>Beginning Balance</b>		\$ 5,669.31
	Interest Earned (.10%)		\$ 0.48
1/14/2026	<b>Currently in Texas First Bank Money Market</b>		\$ 5,669.79
<b>Common Cents Credit Union</b>			
12/10/2025	<b>Beginning Balance</b>		\$ 232,701.06
	Regular Share Account		\$ 70.08
	Transfer to Checking		\$ -
	Interest Earned (4.5%)		
1/14/2026	<b>Common Cents Credit Union</b>		\$ 232,701.06
<b>TexStar</b>			
12/10/2025	<b>Beginning Balance</b>		\$ 1,614,799.00
	Transfer from East Chambers		\$ 30,000.00
12/31/2025	Interest Rate (AVG Monthly Rate 3.8246%)		\$ 5,294.96
1/14/2026	<b>Currently in TexStar</b>		\$ 1,650,093.96

Current Cash Assets			
1/14/2026	Checking	\$	112,568.85
1/14/2026	East Chambers Money Market	\$	36,089.14
1/14/2026	Texas First Bank Money Market	\$	5,669.79
1/14/2026	Common Cents Credit Union	\$	232,701.06
1/14/2026	TexStar	\$	1,650,093.96
1/14/2026	Bills Owed	\$	(120,248.44)
1/14/2026	EFTPS	\$	(1,183.00)
1/14/2026	<b>Total Cash Assets</b>	<b>\$</b>	<b>1,915,691.36</b>

Loans					
Due Date	Vendor	Payoff Year	Payoff Year	Annual Payment	
2/1/2026	Southside Bank	Super Pumper/Tanker Loan	2028	\$68,794.20	\$68,794.20

TO THE BEST OF MY KNOWLEDGE, THESE FIGURES ARE CORRECT AND IN COMPLIANCE WITH THE DISTRICT'S INVESTMENT POLICY.

  
 David Murrell, President  
 James B. Crane, Vice President  
  
 Chris Barrow, Treasurer

1/14/2026  
 Date

1/14/2026  
 Date

**Current Cash Assets**

1/14/2026	Checking	\$	112,568.85
1/14/2026	East Chambers Money Market	\$	36,089.14
1/14/2026	Texas First Bank Money Market	\$	5,669.79
1/14/2026	Common Cents Credit Union	\$	232,701.06
1/14/2026	TexStar	\$	1,650,093.96
1/14/2026	Bills Owed	\$	(120,248.44)
1/14/2026	EFTPS	\$	(1,183.00)
1/14/2026	<b>Total Cash Assets</b>	<b>\$</b>	<b>1,915,691.36</b>

**Loans**

Due Date	Vendor	Payoff Year	Payoff Year	Annual Payment
2/1/2026	Southside Bank	Super Pumper/Tanker Loan	2028	\$68,794.20
				\$68,794.20

TO THE BEST OF MY KNOWLEDGE, THESE FIGURES ARE CORRECT AND IN COMPLIANCE WITH THE DISTRICT'S INVESTMENT POLICY.

\_\_\_\_\_  
David Murrell, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Barrow, Treasurer

\_\_\_\_\_  
Date

8:07 AM

01/13/26

**Chambers county ESD 1**  
**A/P Aging Summary**  
As of December 31, 2025

---

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Charter Communications	0.00	0.00	0.00	0.00	-9.00	-9.00
<b>TOTAL</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>-9.00</u></b>	<b><u>-9.00</u></b>

**Results**

**Chambers Co ESD 1**  
**Authority Code: 5036543**

Select a month ▾

**Allocation Period: Jan 2026**

Total Period	67,201.58
Collections::	
Prior Period	1,501.23
Collections:	
Current Period	58,870.75
Collections:	
Future Period	13.23
Collections:	
Audit Collections:	5,821.41
Unidentified:	13.28
Single Local Rate	981.68
Collections:	
Service Fee:	1,344.03
Current Retained:	1,317.15
Prior Retained:	1,350.40
Net Payment	65,890.80

January 2025:  
 \$55,962.96

67201.58  
 65890.80

---

1310.78

4000 - Sales Tax  
 \$ 65,890.80

6204 - Fees  
 < 1310.787

"A Family of Community Banks Serving Southeast Texas"



**RECONCILED**

1/7/25 *[Signature]*

CHAMBERS COUNTY EMERGENCY  
 SERVICE DISTRICT #1  
 825 HWY 124  
 WINNIE TX 77665

36  
 14

12/31/25  
 Page 1  
 Account Number  
 15000907

D

TYPE OF ACCOUNT--Commercial Checking 15000907  
 Statement Summary

Beginning Balance	11/30/25		66,227.77	14
Deposits/Credits		3 Credits	68,077.19	
Checks/Debits		16 Debits	87,381.42	
Ending Balance	12/31/25		46,923.54	
YTD interest paid				

Credits/Deposits

Date	Amount	Description
12/08	42.42	Deposit
12/12	67,666.77	Inv-Paymts Cpa State Fiscal 1 6000 Isa~Xx~Xxx0000xxx~Xx~0xxxxxx0000~Zz~1746000089
12/29	368.00	Deposit

Other Debits

Date	Amount	Description
12/09	4,187.50	Quickbooks Intuit Payroll S / Chambers County Esd 1
12/11	37,540.00	Quickbooks Intuit Payroll S / Chambers County Esd 1
12/12	1,195.00	Usataxpymt Irs /270574673477100 Chambers County Esd 1
12/16	30,000.00	Investment 3879 - Texas Sho /Xxxxxx1110 Chambers County Esd 1

Checks/Withdrawals

Check#	Date	Amount	Check#	Date	Amount	Check#	Date	Amount
5180	12/22	100.00	5190	12/31	350.00	5194	12/31	550.00
5187*	12/23	66.50	5191	12/15	350.00	5195	12/29	5,539.64
5188	12/24	327.37	5192	12/23	4,924.94	5196	12/16	89.83
5189	12/22	366.81	5193	12/22	100.00	5197	12/24	1,693.83

\* Indicates break in sequence

**\*\* THE FOLLOWING DOES NOT PERTAIN TO COMMERCIAL ACCOUNTS \*\***  
**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

**WRITE US AT PO DRAWER N - ANAHUAC, TX. 77514, OR CALL US AT 409-267-3106, AS SOON AS YOU CAN.**

If you think your statement is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If a notice of an error involves an electronic fund transaction that was not initiated within the United States or its territories or possessions, or involves a transaction resulting from a point-of-sale debit card transaction, the applicable time period for provisional credit is 10 business days and 90 calendar days to investigate. For new accounts we will have 20 business days to resolve an alleged error and 90 calendar days to complete the investigation, rather than 45. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

<b>THIS IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT</b>		<b>CHECKS OUTSTANDING</b>	
<b>YOUR BALANCE SHOWN ON THIS STATEMENT</b>	\$ _____	<b>NO.</b>	<b>AMOUNT</b>
<b>ADD + (IF ANY) DEPOSITS NOT SHOWN ON THIS STATEMENT</b>	\$ _____		
<b>TOTAL</b>	\$ _____		
<b>SUBTRACT - (IF ANY) CHECKS OUTSTANDING</b>	\$ _____		
<b>BALANCE</b>	\$ _____		
<b>SHOULD AGREE WITH YOUR CHECK BOOK BALANCE</b>			
		<b>TOTAL</b>	

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address shown on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights:

In your letter, give us the following information:

- (1) Your name and account number.
- (2) The dollar amount of the suspected error.
- (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**PLEASE EXAMINE THIS STATEMENT AT ONCE.**

If no error is reported within 60 days, the account will be considered correct.

**PLEASE NOTIFY US IN WRITING OF CHANGE OF ADDRESS.**

"A Family of Community Banks Serving Southeast Texas"



CHAMBERS COUNTY EMERGENCY  
 SERVICE DISTRICT #1  
 825 HWY 124  
 WINNIE TX 77665

36  
 14

12/31/25  
 Page 2  
 Account Number  
 15000907

D

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
Beginning	66,227.77				
12/08	66,270.19	12/15	90,664.46	12/24	52,995.18
12/09	62,082.69	12/16	60,574.63	12/29	47,823.54
12/11	24,542.69	12/22	60,007.82	12/31	46,923.54
12/12	91,014.46	12/23	55,016.38		

OVERDRAFT / RETURN ITEM FEES

	Total for this Period	Total Year to Date
Total Overdraft Fees	.00	.00
Total Returned Item Fees	.00	.00

Account  
15000907

Name  
CHAMBERS COUNTY  
EMERGENCY

Statement Date  
12/31/25

Page  
4

CHECKING DEPOSIT  
East Chambers County Bank  
Date: 12/8/25  
Chambers County, TX 75821  
Account Number: \*15000907  
TOTAL DEPOSIT: \$ 42.42

12/08/25 - \$42.42

CHECKING DEPOSIT  
East Chambers County Bank  
Date: 12/29/25  
Chambers County, TX 75821  
Account Number: \*15000907  
TOTAL DEPOSIT: \$ 368.00

12/29/25 - \$368.00

Chambers County Emergency Services District #1  
5180  
12/10/2025  
Pay to the order of: Michelle Hardy  
One Hundred and 00/100  
\$ 100.00  
MICR: #005180# 411310716 20 15000907#

12/22/25 - \$100.00 - #5180

Chambers County Emergency Services District #1  
5187  
12/10/2025  
Pay to the order of: CentralPower Energy  
Sixty-Six and 50/100  
\$ 66.50  
MICR: #005187# 411310716 20 15000907#

12/23/25 - \$66.50 - #5187

Chambers County Emergency Services District #1  
5188  
12/10/2025  
Pay to the order of: Charter Communications  
Three Hundred Twenty-Seven and 37/100  
\$ 327.37  
MICR: #005188# 411310716 20 15000907#

12/24/25 - \$327.37 - #5188

Chambers County Emergency Services District #1  
5189  
12/10/2025  
Pay to the order of: Energy  
Three Hundred Sixty-Six and 81/100  
\$ 366.81  
MICR: #005189# 411310716 20 15000907#

12/22/25 - \$366.81 - #5189

Chambers County Emergency Services District #1  
5190  
12/10/2025  
Pay to the order of: Hubert Oufard  
Three Hundred Fifty and 00/100  
\$ 350.00  
MICR: #005190# 411310716 20 15000907#

12/31/25 - \$350.00 - #5190

Chambers County Emergency Services District #1  
5191  
12/10/2025  
Pay to the order of: Josh Frenz  
Three Hundred Fifty and 00/100  
\$ 350.00  
MICR: #005191# 411310716 20 15000907#

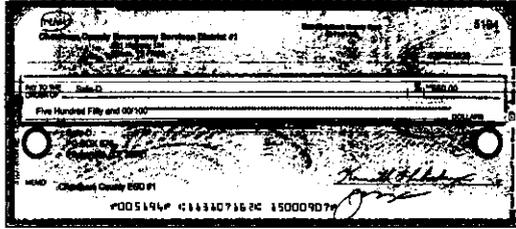
12/15/25 - \$350.00 - #5191

Chambers County Emergency Services District #1  
5192  
12/10/2025  
Pay to the order of: MES  
Four Thousand Nine Hundred Twenty-Four and 94/100  
\$ 4,924.94  
MICR: #005192# 411310716 20 15000907#

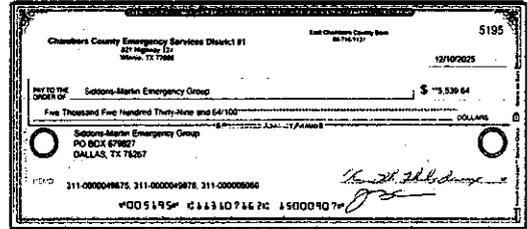
12/23/25 - \$4,924.94 - #5192

Chambers County Emergency Services District #1  
5193  
12/10/2025  
Pay to the order of: Michelle Hardy  
One Hundred and 00/100  
\$ 100.00  
MICR: #005193# 411310716 20 15000907#

12/22/25 - \$100.00 - #5193



12/31/25 - \$550.00 - #5194



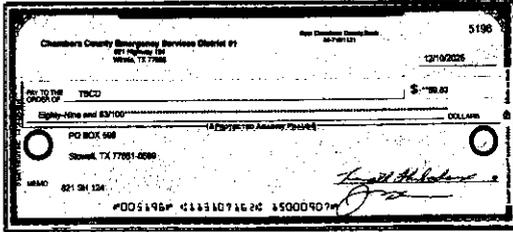
12/29/25 - \$5,539.64 - #5195

Account  
15000907

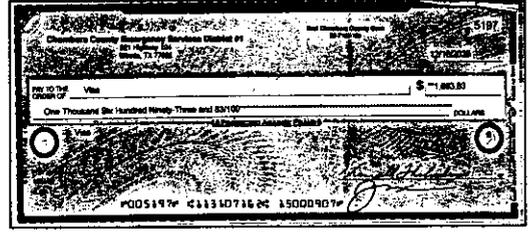
Name  
CHAMBERS COUNTY  
EMERGENCY

Statement Date  
12/31/25

Page  
6



12/16/25 - \$89.83 - #5196



12/24/25 - \$1,693.83 - #5197

## Chambers county ESD 1 Reconciliation Detail

1010 · CHECKING, Period Ending 12/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						66,227.77
<b>Cleared Transactions</b>						
<b>Checks and Payments - 16 items</b>						
Bill Pmt -Check	11/12/2025	5180	Michelle Hardy	X	-100.00	-100.00
Liability Check	12/09/2025		QuickBooks Payroll ...	X	-4,187.50	-4,287.50
Bill Pmt -Check	12/10/2025	5195	Siddons-Martin Em...	X	-5,539.64	-9,827.14
Bill Pmt -Check	12/10/2025	5192	MES	X	-4,924.94	-14,752.08
Bill Pmt -Check	12/10/2025	5197	Visa	X	-1,693.83	-16,445.91
Bill Pmt -Check	12/10/2025	5194	Safe-D	X	-550.00	-16,995.91
Bill Pmt -Check	12/10/2025	5189	Entergy	X	-366.81	-17,362.72
Bill Pmt -Check	12/10/2025	5190	Hubert Oxford	X	-350.00	-17,712.72
Bill Pmt -Check	12/10/2025	5191	Josh Heinz	X	-350.00	-18,062.72
Bill Pmt -Check	12/10/2025	5188	Charter Communica...	X	-327.37	-18,390.09
Bill Pmt -Check	12/10/2025	5193	Michelle Hardy	X	-100.00	-18,490.09
Bill Pmt -Check	12/10/2025	5196	TBCD	X	-89.83	-18,579.92
Bill Pmt -Check	12/10/2025	5187	CenterPoint Energy	X	-66.50	-18,646.42
Liability Check	12/11/2025		QuickBooks Payroll ...	X	-37,540.00	-56,186.42
Check	12/12/2025		EFTPS	X	-1,195.00	-57,381.42
Transfer	12/31/2025			X	-30,000.00	-87,381.42
<b>Total Checks and Payments</b>					<b>-87,381.42</b>	<b>-87,381.42</b>
<b>Deposits and Credits - 19 items</b>						
Deposit	12/08/2025			X	42.42	42.42
Deposit	12/08/2025			X	368.00	410.42
Paycheck	12/10/2025	DD1156	Matthew L Hopkins	X	0.00	410.42
Paycheck	12/10/2025	DD1155	Matthew Behnken	X	0.00	410.42
Paycheck	12/10/2025	DD1152	Jonah Belaire	X	0.00	410.42
Paycheck	12/10/2025	DD1154	Kaleb J Barner	X	0.00	410.42
Paycheck	12/10/2025	DD1151	Gregory W. Hollaway	X	0.00	410.42
Paycheck	12/10/2025	DD1150	Gary F Warrick	X	0.00	410.42
Paycheck	12/10/2025	DD1149	Gabriel Luke	X	0.00	410.42
Paycheck	12/10/2025	DD1148	Daniel J Callesto	X	0.00	410.42
Paycheck	12/10/2025	DD1147	Brannon D Lee	X	0.00	410.42
Paycheck	12/10/2025	DD1146	Jo-Anna M Hardy	X	0.00	410.42
Paycheck	12/10/2025	DD1161	Ura L. Lara	X	0.00	410.42
Paycheck	12/10/2025	DD1158	Ryan D Howard	X	0.00	410.42
Paycheck	12/10/2025	DD1159	Travis L. Delacerda	X	0.00	410.42
Paycheck	12/10/2025	DD1160	Tyler A Silcox	X	0.00	410.42
Paycheck	12/10/2025	DD1157	Richard Land	X	0.00	410.42
Paycheck	12/10/2025	DD1153	Joshua Nelson	X	0.00	410.42
Deposit	12/12/2025			X	67,666.77	68,077.19
<b>Total Deposits and Credits</b>					<b>68,077.19</b>	<b>68,077.19</b>
<b>Total Cleared Transactions</b>					<b>-19,304.23</b>	<b>-19,304.23</b>
<b>Cleared Balance</b>					<b>-19,304.23</b>	<b>46,923.54</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 3 items</b>						
Bill Pmt -Check	12/13/2023	4664	CenterPoint Energy		-51.70	-51.70
Liability Check	02/20/2025		QuickBooks Payroll ...		-3,525.00	-3,576.70
Bill Pmt -Check	12/10/2025	5198	Waste Management		-229.53	-3,806.23
<b>Total Checks and Payments</b>					<b>-3,806.23</b>	<b>-3,806.23</b>

6:26 AM

01/07/26

**Chambers county ESD 1**  
**Reconciliation Detail**  
**1010 - CHECKING, Period Ending 12/31/2025**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Deposits and Credits - 18 items</b>						
Bill Pmt -Check	05/08/2024	4824	3M		0.00	0.00
Bill Pmt -Check	10/15/2025	5155	Benckenstein & Oxf...		0.00	0.00
Paycheck	11/12/2025	DD1130	Jo-Anna M Hardy		0.00	0.00
Paycheck	11/14/2025	DD1136	Jonah Belaire		0.00	0.00
Paycheck	11/14/2025	DD1135	Gregory W. Hollaway		0.00	0.00
Paycheck	11/14/2025	DD1134	Gary F Warrick		0.00	0.00
Paycheck	11/14/2025	DD1132	Daniel J Callesto		0.00	0.00
Paycheck	11/14/2025	DD1131	Brannon D Lee		0.00	0.00
Paycheck	11/14/2025	DD1145	Ura L. Lara		0.00	0.00
Paycheck	11/14/2025	DD1144	Tyler A Silcox		0.00	0.00
Paycheck	11/14/2025	DD1143	Travis L. Delacerda		0.00	0.00
Paycheck	11/14/2025	DD1142	Ryan D Howard		0.00	0.00
Paycheck	11/14/2025	DD1141	Richard Land		0.00	0.00
Paycheck	11/14/2025	DD1140	Matthew L Hopkins		0.00	0.00
Paycheck	11/14/2025	DD1139	Matthew Behnken		0.00	0.00
Paycheck	11/14/2025	DD1138	Kaleb J Barner		0.00	0.00
Paycheck	11/14/2025	DD1137	Joshua Nelson		0.00	0.00
Paycheck	11/14/2025	DD1133	Gabriel Luke		0.00	0.00
Total Deposits and Credits					0.00	0.00
Total Uncleared Transactions					-3,806.23	-3,806.23
Register Balance as of 12/31/2025					-23,110.46	43,117.31
<b>Ending Balance</b>					<b>-23,110.46</b>	<b>43,117.31</b>

6:26 AM

01/07/26

**Chambers county ESD 1**  
**Reconciliation Summary**  
**1010 - CHECKING, Period Ending 12/31/2025**

---

	Dec 31, 25
<b>Beginning Balance</b>	66,227.77
<b>Cleared Transactions</b>	
Checks and Payments - 16 items	-87,381.42
Deposits and Credits - 19 items	68,077.19
<b>Total Cleared Transactions</b>	-19,304.23
<b>Cleared Balance</b>	<u>46,923.54</u>
<b>Uncleared Transactions</b>	
Checks and Payments - 3 items	-3,806.23
Deposits and Credits - 18 items	0.00
<b>Total Uncleared Transactions</b>	-3,806.23
<b>Register Balance as of 12/31/2025</b>	<u>43,117.31</u>
<b>Ending Balance</b>	43,117.31



Helping Texans Build Texas®

www.texasfirst.bank

600 Gulf Freeway, Texas City, TX 77591

Return Service Requested

TELEPHONE BANKING  
(409) 945-9889 (281) 538-2226  
(855) 355-8321

CUSTOMER SERVICE  
(409) 948-1993

1

**CHAMBERS COUNTY EMERGENCY SERVICES  
DISTRICT 1  
821 STATE HIGHWAY 124  
WINNIE TX 77665-7801**

Page 1 of 1

Account Number: \*\*\*\*3511  
Date 12/31/25

**RECONCILED**  
1/7/25 [Signature]

EM

**PUBLIC FUNDS TITLE CHAMBERS COUNTY EMERGENCY SERVICES Acct XXXXXX3511**

**Summary of Activity Since Your Last Statement**

Beginning Balance	12/01/25	5,669.31
Deposits / Misc Credits	1	.48
Withdrawals / Misc Debits	0	.00
** Ending Balance	12/31/25	5,669.79 **
Service Charge		.00
Interest Paid Thru 12/31/25		.48
Interest Paid Year To Date		5.67
Annual Percentage Yield Earned		.10 %
Number of Days for A.P.Y.E.		31
Average Balance for A.P.Y.E.		5,669.31
Minimum Balance		5,669

	Total for this period	Total year-to-date
Total Overdraft Fees	\$ .00	\$ .00
Total Returned Item Fees	\$ .00	\$ .00

**Deposits and Other Credits**

Date	Amount	Activity Description
12/31	.48	Interest Paid

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance
12/31	5,669.79				

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01/07/26

# Chambers county ESD 1 Reconciliation Summary

1011 · CHECKING TEXAS FIRST BANK, Period Ending 12/31/2025

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	Dec 31, 25
Beginning Balance	5,669.31
Cleared Transactions	
Deposits and Credits - 1 item	0.48
Total Cleared Transactions	0.48
Cleared Balance	<u>5,669.79</u>
Uncleared Transactions	
Deposits and Credits - 1 item	0.00
Total Uncleared Transactions	0.00
Register Balance as of 12/31/2025	<u>5,669.79</u>
Ending Balance	5,669.79

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01/07/26

### Chambers county ESD 1

## Reconciliation Detail

1011 - CHECKING TEXAS FIRST BANK, Period Ending 12/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						5,669.31
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	12/31/2025			X	0.48	0.48
Total Deposits and Credits					0.48	0.48
Total Cleared Transactions					0.48	0.48
Cleared Balance					0.48	5,669.79
<b>Uncleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	12/08/2023				0.00	0.00
Total Deposits and Credits					0.00	0.00
Total Uncleared Transactions					0.00	0.00
Register Balance as of 12/31/2025					0.48	5,669.79
<b>Ending Balance</b>					<b>0.48</b>	<b>5,669.79</b>

"A Family of Community Banks Serving Southeast Texas"



CHAMBERS COUNTY EMERGENCY  
 SERVICE DISTRICT #1  
 825 HWY 124  
 WINNIE TX 77665

36

**RECONCILED**

1/7/25 *[Signature]*

12/31/25  
 Page 1  
 Account Number  
 15001407

D

TYPE OF ACCOUNT--Commercial Money Market  
 Statement Summary

15001407

Beginning Balance	11/28/25			36,048.40	0
Deposits/Credits		0	Credits	.00	
Checks/Debits		0	Debits	.00	
Interest Paid				40.74	
Ending Balance	12/31/25			36,089.14	
Interest rate				1.25%	
Annual percentage yield earned				1.26%	
YTD interest paid				1,361.15	

Credits/Deposits

Date	Amount	Description
12/31	40.74	Interest Deposited

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
Beginning	36,048.40				
12/31	36,089.14				

OVERDRAFT / RETURN ITEM FEES

	Total for this Period	Total Year to Date
Total Overdraft Fees	.00	.00
Total Returned Item Fees	.00	.00

**\*\* THE FOLLOWING DOES NOT PERTAIN TO COMMERCIAL ACCOUNTS \*\***  
**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

**WRITE US AT PO DRAWER N - ANAHUAC, TX. 77514, OR CALL US AT 409-267-3106, AS SOON AS YOU CAN.**

If you think your statement is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If a notice of an error involves an electronic fund transaction that was not initiated within the United States or its territories or possessions, or involves a transaction resulting from a point-of-sale debit card transaction, the applicable time period for provisional credit is 10 business days and 90 calendar days to investigate. For new accounts we will have 20 business days to resolve an alleged error and 90 calendar days to complete the investigation, rather than 45. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

<p><b>THIS IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT</b></p>		<p><b>CHECKS OUTSTANDING</b></p>	
<p><b>YOUR BALANCE SHOWN ON THIS STATEMENT</b></p>	<p>\$ _____</p>	<b>NO.</b>	<b>AMOUNT</b>
<p><b>ADD + (IF ANY) DEPOSITS NOT SHOWN ON THIS STATEMENT</b></p>	<p>\$ _____</p>		
<p><b>TOTAL</b></p>	<p>\$ _____</p>		
<p><b>SUBTRACT - (IF ANY) CHECKS OUTSTANDING</b></p>	<p>\$ _____</p>		
<p><b>BALANCE</b></p>	<p>\$ _____</p>		
<p>SHOULD AGREE WITH YOUR CHECK BOOK BALANCE</p>			
		<b>TOTAL</b>	

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address shown on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights:

In your letter, give us the following information:

- (1) Your name and account number.
- (2) The dollar amount of the suspected error.
- (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**PLEASE EXAMINE THIS STATEMENT AT ONCE.**

If no error is reported within 60 days, the account will be considered correct.

**PLEASE NOTIFY US IN WRITING OF CHANGE OF ADDRESS.**

## Chambers county ESD 1 Reconciliation Detail

1020 - MONEY MARKET SAVINGS, Period Ending 12/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						36,048.40
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	12/31/2025			X	40.74	40.74
Total Deposits and Credits					40.74	40.74
Total Cleared Transactions					40.74	40.74
Cleared Balance					40.74	36,089.14
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 1 item</b>						
General Journal	11/30/2023	2			-713,946.63	-713,946.63
Total Checks and Payments					-713,946.63	-713,946.63
<b>Deposits and Credits - 1 item</b>						
General Journal	09/30/2023	JRC2...			738,841.02	738,841.02
Total Deposits and Credits					738,841.02	738,841.02
Total Uncleared Transactions					24,894.39	24,894.39
Register Balance as of 12/31/2025					24,935.13	60,983.53
<b>Ending Balance</b>					<b>24,935.13</b>	<b>60,983.53</b>

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01/07/26

**Chambers county ESD 1**  
**Reconciliation Summary**  
**1020 · MONEY MARKET SAVINGS, Period Ending 12/31/2025**

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	<u>Dec 31, 25</u>	
<b>Beginning Balance</b>		36,048.40
<b>Cleared Transactions</b>		
Deposits and Credits - 1 item	40.74	
<b>Total Cleared Transactions</b>	<u>40.74</u>	
<b>Cleared Balance</b>		<b><u>36,089.14</u></b>
<b>Uncleared Transactions</b>		
Checks and Payments - 1 item	-713,946.63	
Deposits and Credits - 1 item	738,841.02	
<b>Total Uncleared Transactions</b>	<u>24,894.39</u>	
<b>Register Balance as of 12/31/2025</b>		<b><u>60,983.53</u></b>
<b>Ending Balance</b>		60,983.53



P.O. Box 20396  
 Beaumont, TX 77720  
 (409) 842-5233

Member Number \*\*\*\*\*91  
 Page Number 1 of 1  
 Starting Date 10/01/25  
 Ending Date 12/31/25

YTD Taxable Dividends \$10,629.02  
 YTD Interest \$.00

558

CHAMBERS CO EMERGENCY SERVICES D.NO1  
 821 STATE HIGHWAY 124  
 WINNIE TX 77665-7801

**RECONCILED**  
 1/7/25 *[Signature]*

**Important Message to Members:**  
 CREDIT CARD REWARDS ARE HERE! EARN A  
 POINT FOR EVERY \$1 SPENT!  
 LEARN HOW TO EARN AT  
 COMMONCENTSCU.COM.  
 CALL US FOR MORE INFORMATION!

**SUMMARY OF ACCOUNTS**

SHARE	ENDING BALANCE	LOAN	ENDING BALANCE
REGULAR SHARE ACCOUNT	70.08		
7698 - 12 MONTH CERTIFICATE OF	232,701.06		
<b>TOTAL SHARE BALANCE</b>	<b>232,771.14</b>	<b>TOTAL LOAN BALANCE</b>	<b>0.00</b>

**REGULAR SHARE ACCOUNT**

DATE	CREDITS	DEBITS	BALANCE	TRANSACTION DESCRIPTION
			<b>70.05</b>	<b>PREVIOUS BALANCE</b>
Oct01	0.03		70.08	Dividend Posting 92 Days Avg Daily Bal: 70.05 Annual Percentage Yield Earned: 0.17%
Dec31			<b>70.08</b>	<b>NEW BALANCE</b> ** On 01/01/2026 A Dividend Of .03 Will Be Credited 92 Days Avg Daily Bal: 70.08 Annual Percentage Yield Earned: 0.17%

**7698 - 12 MONTH CERTIFICATE OF**

DATE	CREDITS	DEBITS	BALANCE	TRANSACTION DESCRIPTION
			232,701.06	<b>PREVIOUS BALANCE</b>
Dec31			232,701.06	<b>NEW BALANCE</b> Maturity Date: 07/24/2026

# SHARE DRAFT RECONCILIATION

DRAFTS OUTSTANDING – NOT CHARGED TO ACCOUNT				MONTH _____ 20____
DRAFT NUMBER	AMOUNT	DRAFT NUMBER	AMOUNT	
				ENDING BALANCE SHOWN ON THIS STATEMENT \$ _____
				DEPOSITS NOT CREDITED IN THIS STATEMENT (IF ANY) + \$ _____
				ADD + \$ _____
				+ \$ _____
				+ \$ _____
				+ \$ _____
				SUB-TOTAL \$ _____
				DRAFTS OUTSTANDING SUBTRACT - \$ _____
				<b>BALANCE</b> \$ _____
<b>TOTAL</b>			\$ _____	<p><b>NOTE:</b> DIVIDENDS, IF ANY, THAT APPEAR AS A DEPOSIT ON THIS STATEMENT MUST ALSO BE ENTERED IN YOUR SHARE DRAFT REGISTER AS A DEPOSIT, IN ORDER TO BALANCE.</p> <p>THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR SHARE DRAFT STATEMENT.</p>

## TAX AND GENERAL INFORMATION. RETAIN THIS STATEMENT FOR YOUR RECORDS.

**Important information:** This statement of account contains income tax reporting data, year to date interest and / or dividend. The dividend amount will be reported to federal and state governments per requirements. Retain your statement of account for purposes of income tax reporting.

The amount of dividends received as shown on this statement is reportable as "Interest Earned" on your Income Tax Return.

SHARES ARE NOT TRANSFERABLE EXCEPT AS AUTHORIZED BY THE CREDIT UNION.

The "**Finance Charge**" is inclusive of all costs for the credit including what previously was termed "interest". It is computed at the time a payment is received by multiplying the loan balance by the number of days it has been outstanding by the periodic rate as shown on the face of the statement.

Loan Balance does not include "**Finance Charge**". "**Finance Charge**" due is computed by multiplying the loan balance by the periodic rate per day as shown on the statement and then multiplying the result by the number of days from the last loan transaction to the current date.

## YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us (on a separate sheet) at the address shown on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Write us at the address shown on the front of this statement or call us at the telephone number shown as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1.) Tell us your name and account number.
- (2.) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3.) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



6:18 AM

01/07/26

# Chambers county ESD 1

## Reconciliation Detail

1030 · COMMON CENTS CU, Period Ending 12/31/2025

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Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						232,701.06
Cleared Balance						232,701.06
Register Balance as of 12/31/2025						232,701.06
<b>Ending Balance</b>						<b>232,701.06</b>

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6:18 AM

01/07/26

**Chambers county ESD 1**  
**Reconciliation Summary**  
**1030 - COMMON CENTS CU, Period Ending 12/31/2025**

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	Dec 31, 25
<b>Beginning Balance</b>	232,701.06
<b>Cleared Balance</b>	232,701.06
<b>Register Balance as of 12/31/2025</b>	232,701.06
<b>Ending Balance</b>	232,701.06

## Chambers county ESD 1

## Balance Sheet

As of January 14, 2026

	<u>Jan 14, 26</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1010 · CHECKING	62,725.20
1011 · CHECKING TEXAS FIRST BANK	5,669.79
1020 · MONEY MARKET SAVINGS	60,983.53
1030 · COMMON CENTS CU	232,701.06
1040 · PROSPERITY BANK	-2,038.05
1050 · TexStar	1,644,799.00
<b>Total Checking/Savings</b>	<u>2,004,840.53</u>
<b>Accounts Receivable</b>	
1200 · SALES TAX RECEIVABLE	128,640.11
<b>Total Accounts Receivable</b>	<u>128,640.11</u>
<b>Total Current Assets</b>	<u>2,133,480.64</u>
<b>Fixed Assets</b>	
1500 · EQUIPMENT	560,227.72
1501 · VEHICLES	1,894,546.89
1502 · LEASEHOLD IMPROVEMENTS	40,749.96
1503 · BUILDINGS & IMPROVEMENTS	190,315.18
1504 · LAND	66,000.00
1699 · ACCUMULATED DEPRECIATION	-1,887,286.97
<b>Total Fixed Assets</b>	<u>864,552.78</u>
<b>TOTAL ASSETS</b>	<u><u>2,998,033.42</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · ACCOUNTS PAYABLE	74,278.59
<b>Total Accounts Payable</b>	<u>74,278.59</u>
<b>Other Current Liabilities</b>	
2100 · DUE TO / FROM WSVFD	-1,611.43
24000 · Payroll Liabilities	31,749.41
2460 · ACCRUED INTEREST	5,491.52
2503 · Note Payable Southside Bank	190,053.01
<b>Total Other Current Liabilities</b>	<u>225,682.51</u>
<b>Total Current Liabilities</b>	<u>299,961.10</u>
<b>Total Liabilities</b>	299,961.10
<b>Equity</b>	
3000 · RETAINED EARNINGS	1,480,794.81
3001 · NET ASSETS - INVESTED	220,795.40
32000 · *Retained Earnings	944,565.03
Net Income	51,917.08
<b>Total Equity</b>	<u>2,698,072.32</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,998,033.42</u></u>

**Chambers county ESD 1**  
**Profit & Loss Budget vs. Actual**  
**October 1, 2025 through January 14, 2026**

	Oct 1, '25 - Jan 14, 26	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4000 · SALES TAX INCOME	268,284.49	251,680.16	16,604.33	106.6%
4010 · PROPERTY TAX INCOME	42.42	0.00	42.42	100.0%
4060 · BILLING INCOME	0.00	1,438.23	-1,438.23	0.0%
<b>Total Income</b>	268,326.91	253,118.39	15,208.52	106.0%
<b>Gross Profit</b>	268,326.91	253,118.39	15,208.52	106.0%
<b>Expense</b>				
5020 · REPAIR & SERVICE - BRUSH 21	441.21	1,582.02	-1,140.81	27.9%
5023 · REPAIRS & SERVICE - ENGINE 22	-2,035.17	4,314.52	-6,349.69	-47.2%
5025 · REPAIR & SERVICE - ENGINE 21	2,316.44	4,314.52	-1,998.08	53.7%
5026 · REPAIR & SERVICE - TANKER 21	3,984.95	2,157.26	1,827.69	184.7%
5027 · REPAIRS & SERVICE - ADMIN 21	155.18	345.16	-189.98	45.0%
5028 · REPAIRS & SERVICE - E22 S/P	3,402.78	4,314.52	-911.74	78.9%
5041 · FIRE STATION MAINTENANCE	31.90	0.00	31.90	100.0%
5044 · WASTE MANAGEMENT	1,147.65	766.26	381.39	149.8%
5046 · BUILDING IMPROVEMENTS	0.00	1,438.23	-1,438.23	0.0%
5047 · BUILDING MAINTENANCE	1,675.33	1,438.23	237.10	116.5%
5058 · EQUIP - SPARE SCBA CYLINDERS	1,405.06	0.00	1,405.06	100.0%
5060 · EQUIPMENT PURCHASES	0.00	46,884.44	-46,884.44	0.0%
5062 · EQUIP - REPAIRS / SERVICE	4,924.94	719.11	4,205.83	684.9%
5070 · FLEET - DIESEL TREATMENT	0.00	43.15	-43.15	0.0%
5071 · FLEET - DIESEL	0.00	1,415.16	-1,415.16	0.0%
5072 · FLEET - GASOLINE	0.00	1,195.12	-1,195.12	0.0%
5074 · FLEET - MISC	323.22	862.90	-539.68	37.5%
5168 · Reporting Software	0.00	431.45	-431.45	0.0%
5200 · UTILITIES - ELECTRIC	1,669.47	1,582.02	87.45	105.5%
5201 · UTILITIES - NATURAL GAS	266.98	316.45	-49.47	84.4%
5202 · UTILITIES - WATER	483.23	862.90	-379.67	56.0%
5204 · UTILITIES - TIME WARNER	1,309.48	1,323.15	-13.67	99.0%
5210 · UTILITIES - CELL	400.00	373.95	26.05	107.0%
5250 · PAYROLL TAX EXPENSE	4,768.00	4,314.52	453.48	110.5%
6200 · PROF FEES ACCOUNTING	175.00	1,438.23	-1,263.23	12.2%
6204 · FEES - COMPROLLER	5,428.79	5,752.75	-323.96	94.4%
6205 · BANK FEES	0.00	57.58	-57.58	0.0%
6210 · PROF FEES LEGAL	2,800.00	1,582.02	1,217.98	177.0%
6215 · PROF FEES LEGAL RETAINER	2,800.00	2,588.71	211.29	108.2%
6221 · PUBLIC NOTICE	30.00	14.44	15.56	207.8%
6225 · POSTAGE	78.00	28.79	49.21	270.9%
6230 · PROF FEES AUDIT	0.00	2,444.92	-2,444.92	0.0%
6235 · PROF FEES OTHER	2,000.00	143.87	1,856.13	1,390.1%
6300 · DUES - SAFE - D	550.00	172.58	377.42	318.7%
66000 · Payroll Expenses	12,985.00	6,749.07	6,235.93	192.4%
<b>Total Expense</b>	53,517.44	101,968.00	-48,450.56	52.5%
<b>Net Ordinary Income</b>	214,809.47	151,150.39	63,659.08	142.1%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
4061 · OTHER INCOME	368.00	215.73	152.27	170.6%
4070 · INTEREST INCOME	10,426.64	23,010.81	-12,584.17	45.3%
4071 · DIVIDEND INCOME	0.00	1,725.81	-1,725.81	0.0%
4072 · SURPLUS EQUIPMENT SALES	0.00	287.66	-287.66	0.0%
<b>Total Other Income</b>	10,794.64	25,240.01	-14,445.37	42.8%
<b>Other Expense</b>				
ASK MY ACCOUNTANT	0.00	4,879.28	-4,879.28	0.0%
5091 · FLEET - CLEANING SUPPLIES	0.00	100.73	-100.73	0.0%
5093 · LOAN - E22 - PRINCIPLE	0.00	18,566.22	-18,566.22	0.0%
5094 · 5094 - E22 S/P INTEREST	4,246.46	1,221.44	3,025.02	347.7%
5162 · DINING	0.00	100.73	-100.73	0.0%
5164 · FREIGHT	0.00	71.94	-71.94	0.0%
5166 · OFFICE SUPPLIES	2,891.29	1,035.48	1,855.81	279.2%
5167 · REHAB/REFRESHMENTS	274.88	143.87	131.01	191.1%
5170 · TRAINING	885.00	0.00	885.00	100.0%
5171 · TRAVEL/LODGING	0.00	575.33	-575.33	0.0%
5173 · UNIFORMS	63.53	431.45	-367.92	14.7%
5174 · FLEET - ENVIRONMENTAL FEE	0.00	21.57	-21.57	0.0%
5175 · SPECIAL EVENTS	0.00	201.37	-201.37	0.0%
5177 · ESD - CONTRACTED SERVICES	143,929.16	117,930.16	25,999.00	122.0%
5190 · STAFF ADMINISTRATOR	20,000.00	17,258.06	2,741.94	115.9%
6352 · TECHNOLOGY	996.71	115.08	881.63	866.1%
6400 · INSURANCE - ESD BOND	400.00	0.00	400.00	100.0%

8:14 AM

01/13/26

Accrual Basis

**Chambers county ESD 1**  
**Profit & Loss Budget vs. Actual**  
**October 1, 2025 through January 14, 2026**

	<u>Oct 1, '25 - Jan 14, 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6401 · INSURANCE - ESD COMMERCIAL	0.00	2,876.37	-2,876.37	0.0%
6402 · INSURANCE - ESD WORKER COM	0.00	4,026.94	-4,026.94	0.0%
<b>Total Other Expense</b>	<u>173,687.03</u>	<u>169,556.02</u>	<u>4,131.01</u>	<u>102.4%</u>
<b>Net Other Income</b>	<u>-162,892.39</u>	<u>-144,316.01</u>	<u>-18,576.38</u>	<u>112.9%</u>
<b>Net Income</b>	<u><u>51,917.08</u></u>	<u><u>6,834.38</u></u>	<u><u>45,082.70</u></u>	<u><u>759.6%</u></u>

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Accrual Basis

**Chambers county ESD 1**  
**Profit & Loss Budget vs. Actual**  
October 1, 2025 through January 14, 2026

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**Filters applied on this Report:**

**Account: All income/expense accounts**

**Date: Custom**



CHAMBERS COUNTY ESD 1  
ATTN MICHELLE HARDY  
821 STATE HIGHWAY 124  
WINNIE TX 77665-7801

**RECONCILED**

1/7/25 *[Signature]*

**MONTHLY STATEMENT OF ACCOUNT**

ACCOUNT: 0360411110

ACCOUNT NAME: GENERAL ACCOUNT

STATEMENT PERIOD: 12/01/2025 - 12/31/2025

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8246%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 12/31/25 WAS 1.000263.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,614,799.00
12/16/2025	ACH DEPOSIT	6215618	30,000.00	1,644,799.00
12/31/2025	MONTHLY POSTING	9999888	5,294.96	1,650,093.96
	ENDING BALANCE			1,650,093.96

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	1,614,799.00
TOTAL DEPOSITS	30,000.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5,294.96
ENDING BALANCE	1,650,093.96
AVERAGE BALANCE	1,630,282.87

**ACTIVITY SUMMARY (YEAR-TO-DATE)**

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL ACCOUNT	422,830.19	0.00	55,608.82





## Balance Summary

Account Name	Account Number	Fund Name	Balance	Balance Last Checked on
CHAMBERS COUNTY ESD 1 GENERAL ACCOUNT	0360411110	TexSTAR	1,650,093.96 USD	01/01/2026
Grand Total:			1,650,093.96 USD	

**Disclaimers:**

The characteristics above are provided for informational purposes only and are not designed to be a recommendation for any specific investment product, strategy, or other purposes. For any questions about this information, please contact TexSTAR Participant Services at 1-800-839-7827.

Account History for Account: 0360411110 / CHAMBERS COUNTY ESD 1 GENERAL ACCOUNT

Settlement Date	Confirmation Number	Transaction Type	Amount:	Balance
12/31/2025	9999888	MONTHLY POSTING	5,294.96	1,650,093.96

Summary

Period Beginning Balance:	1,650,093.96
Total Deposit:	
Total Withdrawals:	
Total Interest:	5,294.96
Period Ending Balance:	1,650,093.96

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**Chambers county ESD 1**  
**Reconciliation Detail**  
1050 · TexStar, Period Ending 12/31/2025

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Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,614,799.00
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 2 items</b>						
Transfer	12/31/2025			X	30,000.00	30,000.00
Deposit	12/31/2026			X	5,294.96	35,294.96
Total Deposits and Credits					35,294.96	35,294.96
Total Cleared Transactions					35,294.96	35,294.96
Cleared Balance					35,294.96	1,650,093.96
Register Balance as of 12/31/2025					35,294.96	1,650,093.96
<b>Ending Balance</b>					<b>35,294.96</b>	<b>1,650,093.96</b>

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**Chambers county ESD 1**  
**Reconciliation Summary**  
1050 - TexStar, Period Ending 12/31/2025

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	Dec 31, 25
<b>Beginning Balance</b>	1,614,799.00
<b>Cleared Transactions</b>	
<b>Deposits and Credits - 2 items</b>	35,294.96
<b>Total Cleared Transactions</b>	35,294.96
<b>Cleared Balance</b>	<u>1,650,093.96</u>
<b>Register Balance as of 12/31/2025</b>	1,650,093.96
<b>Ending Balance</b>	1,650,093.96

**Chambers county ESD 1**  
**Profit & Loss Budget vs. Actual**  
**October 1, 2025 through January 14, 2026**

	Oct 1, '25 - Jan 14, 26	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4000 · SALES TAX INCOME	268,284.49	251,680.16	16,604.33	106.6%
4010 · PROPERTY TAX INCOME	42.42	0.00	42.42	100.0%
4060 · BILLING INCOME	0.00	1,438.23	-1,438.23	0.0%
<b>Total Income</b>	<b>268,326.91</b>	<b>253,118.39</b>	<b>15,208.52</b>	<b>106.0%</b>
<b>Gross Profit</b>				
	268,326.91	253,118.39	15,208.52	106.0%
<b>Expense</b>				
5020 REPAIR & SERVICE - BRUSH 21	0.00	1,582.02	-1,582.02	0.0%
5023 REPAIRS & SERVICE - ENGINE 22	-2,035.17	4,314.52	-6,349.69	-47.2%
5025 REPAIR & SERVICE - ENGINE 21	2,316.44	4,314.52	-1,998.08	53.7%
5026 REPAIR & SERVICE - TANKER 21	3,984.95	2,157.26	1,827.69	184.7%
5027 REAPRIS & SERVICE - ADMIN 21	0.00	345.16	-345.16	0.0%
5028 REPAIRS & SERVICE - E22 S/P	3,402.78	4,314.52	-911.74	78.9%
5044 WASTE MANAGEMENT	688.59	766.26	-77.67	89.9%
5046 BUILDING IMPROVEMENTS	0.00	1,438.23	-1,438.23	0.0%
5047 BUILDING MAINTENANCE	1,453.13	1,438.23	14.90	101.0%
5060 EQUIPMENT PURCHASES	0.00	46,884.44	-46,884.44	0.0%
5062 EQUIP - REPAIRS / SERVICE	4,924.94	719.11	4,205.83	684.9%
5070 FLEET - DIESEL TREATMENT	0.00	43.15	-43.15	0.0%
5071 FLEET - DIESEL	0.00	1,415.16	-1,415.16	0.0%
5072 FLEET - GASOLINE	0.00	1,195.12	-1,195.12	0.0%
5074 FLEET - MISC	323.22	862.90	-539.68	37.5%
5168 Reporting Software	0.00	431.45	-431.45	0.0%
5200 UTILITIES - ELECTRIC	1,256.78	1,532.02	-325.24	79.4%
5201 UTILITIES - NATURAL GAS	205.25	316.45	-111.20	64.9%
5202 UTILITIES - WATER	483.23	862.90	-379.67	56.0%
5204 UTILITIES - TIME WARNER	982.11	1,323.15	-341.04	74.2%
5210 UTILITIES - CELL	300.00	373.95	-73.95	80.2%
5250 PAYROLL TAX EXPENSE	4,768.00	4,314.52	453.48	110.5%
6200 PROF FEES ACCOUNTING	175.00	1,438.23	-1,263.23	12.2%
6204 FEES - COMPTROLLER	5,428.79	5,752.75	-323.96	94.4%
6205 BANK FEES	0.00	57.58	-57.58	0.0%
6210 PROF FEES LEGAL	2,800.00	1,532.02	1,267.98	177.0%
6215 PROF FEES LEGAL RETAINER	2,100.00	2,598.71	-488.71	81.1%
6221 PUBLIC NOTICE	0.00	14.44	-14.44	0.0%
6225 POSTAGE	0.00	28.79	-28.79	0.0%
6230 PROF FEES AUDIT	0.00	2,444.92	-2,444.92	0.0%
6235 PROF FEES OTHER	2,000.00	143.87	1,856.13	1,390.1%
6300 DUES - SAFE - D	550.00	172.58	377.42	318.7%
66000 · Payroll Expenses	12,985.00	6,749.07	6,235.93	192.4%
<b>Total Expense</b>	<b>49,093.04</b>	<b>101,968.00</b>	<b>-52,874.96</b>	<b>48.1%</b>
<b>Net Ordinary Income</b>	<b>219,233.87</b>	<b>151,150.39</b>	<b>68,083.48</b>	<b>145.0%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
4061 · OTHER INCOME	368.00	215.73	152.27	170.6%
4070 · INTEREST INCOME	10,426.64	23,010.81	-12,584.17	45.3%
4071 · DIVIDEND INCOME	0.00	1,725.81	-1,725.81	0.0%
4072 · SURPLUS EQUIPMENT SALES	0.00	287.66	-287.66	0.0%
<b>Total Other Income</b>	<b>10,794.64</b>	<b>25,240.01</b>	<b>-14,445.37</b>	<b>42.8%</b>
<b>Other Expense</b>				
ASK MY ACCOUNTANT	0.00	4,879.28	-4,879.28	0.0%
5091 · FLEET - CLEANING SUPPLIES	0.00	100.73	-100.73	0.0%
5093 · LOAN - E22 - PRINCIPLE	0.00	18,566.22	-18,566.22	0.0%
5094 · 5094 - E22 S/P INTEREST	0.00	1,221.44	-1,221.44	0.0%
5162 · DINING	0.00	100.73	-100.73	0.0%
5164 · FREIGHT	0.00	71.94	-71.94	0.0%
5166 · OFFICE SUPPLIES	2,662.08	1,035.48	1,626.60	257.1%
5167 · REHAB/REFRESHMENTS	274.88	143.87	131.01	191.1%
5170 · TRAINING	885.00	0.00	885.00	100.0%
5171 · TRAVEL/LODGING	0.00	575.33	-575.33	0.0%
5173 · UNIFORMS	0.00	431.45	-431.45	0.0%
5174 · FLEET - ENVIRONMENTAL FEE	0.00	21.57	-21.57	0.0%
5175 · SPECIAL EVENTS	0.00	201.37	-201.37	0.0%
5177 · ESD - CONTRACTED SERVICES	143,929.16	117,930.16	25,999.00	122.0%
5190 · STAFF ADMINISTRATOR	20,000.00	17,258.06	2,741.94	115.9%
6352 · TECHNOLOGY	620.46	115.08	505.38	539.2%
6401 · INSURANCE - ESD COMMERCIAL	0.00	2,876.37	-2,876.37	0.0%
6402 · INSURANCE - ESD WORKER COM	0.00	4,026.94	-4,026.94	0.0%
<b>Total Other Expense</b>	<b>168,371.58</b>	<b>169,556.02</b>	<b>-1,184.44</b>	<b>99.3%</b>
<b>Net Other Income</b>	<b>-157,576.94</b>	<b>-144,316.01</b>	<b>-13,260.93</b>	<b>109.2%</b>
<b>Net Income</b>	<b>61,656.93</b>	<b>6,834.38</b>	<b>54,822.55</b>	<b>902.2%</b>

**Filters applied on this Report:**

**Account: All income/expense accounts**

**Date: Custom**

## ADMINISTRATOR REPORT

January 14, 2026

APPARATUS & EQUIPMENT: We had to get a new battery for Admin/Utility 21. The new Admin truck is in and in service. The new District truck had to go back to stripping to correct the number. Hopefully, we will have it next week at the latest.

We had to take the Brush truck back in for service, however it is now back and in service.

Kenneth and I will be attending SAFE-D in San Antonio the 28<sup>th</sup> – 31<sup>st</sup> of this month. Looking forward to going and getting all the latest and greatest information.

Again, I ask that we begin the conversation regarding making a commitment to either starting to completely remodel this station or lock in on some land for a new build. I do plan on visiting with architects and builders while at SAFE-D.

We also need to discuss if we want to move forward regarding capturing the remaining Sales Tax that is left

We will also be at the Benefit for David on 2/7. We will have our fire truck out there along with EMS to show the kids our trucks and also show our support.

# Fire Chief's Report

January 2026

We received 20 new sections of 1 3/4" attack line.

The brush skid for D 21 was delivered and will be installed when striping is corrected on the unit.

Casco industries completed annual flow test for the MSA air packs as well as the service and air quality test for the cascade system.

We need to consider budgeting for a 3<sup>rd</sup> firefighter on duty sooner than later. It has been necessary to mutual aid Baytown Fire Dept. twice in the last month for 18-wheeler wrecks for additional equipment and trained & experienced personnel for complex rescues. There has also been a couple incidents of us providing mutual aid because there is no response from the primary department. Unfortunately, there is no pattern or peak time to pinpoint, but the labor intensive scenes and running multiple calls at once is stretching the crews thin for Fire and EMS.

# Winnie-Stowell Volunteer Fire Department

## Incident Type by Month

Incident Type	2025												2025 Total
	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	
Structure Fires	5	1	4	0	0	2	3	6	3	1	2	2	29
Vehicle Fires	3	0	1	3	1	3	7	2	2	4	0	1	27
Grass/Marsh Fires	3	4	12	4	2	1	2	3	5	12	8	3	59
Trash/Unauthorized Burn	0	1	0	0	3	2	2	0	1	0	2	2	13
MVA/Jaws Rescue	12	6	17	12	12	18	8	8	8	11	17	13	142
Water Rescue/Recovery	0	0	0	0	0	0	0	0	0	0	0	0	0
Spills/Wash Down	4	1	2	5	1	1	3	5	2	6	7	1	38
Medical/First Responder	69	71	46	61	63	82	67	76	62	86	70	61	814
Investigation/Gas Leak/Power Line	0	0	0	0	0	0	0	0	0	0	0	0	0
Alarms (False, Fire, Smoke, Co)	2	3	3	8	3	1	3	4	4	4	5	2	42
Aircraft Accident	0	0	0	0	1	0	0	0	0	0	0	0	1
Other *	9	8	7	6	1	5	5	4	2	4	3	8	62
Mutual Aid	0	0	0	0	0	0	0	0	0	0	0	0	0
Cancelled/No Response	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>107</b>	<b>95</b>	<b>92</b>	<b>99</b>	<b>87</b>	<b>115</b>	<b>100</b>	<b>108</b>	<b>89</b>	<b>128</b>	<b>114</b>	<b>93</b>	<b>1227</b>

2024 Total = 1027 Incidents

December 2024 Total = 98 Incidents

\* Other = Lift Assist/Public Assist

# Winnie-Stowell Volunteer Fire Department Financial Report Payroll Account Reconciliation

East Chambers Bank Commercial Checking (Payroll Account)			
<b>Beginning Bank Balance</b>			<b>\$3,265.75</b>
<b>Credits/Transfers</b>			
<b>Total Credits</b>			<b>\$0.00</b>
			<b>\$3,265.75</b>
<b>Debits</b>			
12/31/2025	Bank Chargers	\$	(13.75)
<b>Total Debits</b>			<b>-\$13.75</b>
<b>Ending Bank Statement Balance</b>			<b>\$3,252.00</b>
<b>Outstanding Debits/Credits</b>			
<b>Total Pending</b>			<b>\$0.00</b>
<b>Total Check Register</b>			<b>\$3,252.00</b>
East Chambers Bank Commercial Checking (Payroll Account) 15002268			
<b>Bank Balance</b>			<b>\$3,252.00</b>
<b>Outstanding Debits/Credits</b>			
<b>Total Outstanding Debits/Credits</b>			<b>\$0.00</b>
			<b>\$3,252.00</b>
<b>Bills Owed</b>			
<b>Total Bills</b>			<b>\$0.00</b>
<b>Total Bills Owed</b>			<b>\$0.00</b>
EFT EFTPS			<b>\$3,252.00</b>
Payroll Tax Expense			<b>\$3,252.00</b>
<b>Total Check Register</b>			<b>\$3,252.00</b>

East Chambers Bank - Commercial Checking 15000214			
<b>Beginning Bank Balance</b>			<b>\$40,490.08</b>
<b>Credits/Transfers/Debits</b>			
12/2/2025	DEPOSIT	funds transer	\$10,963.00
12/31/2025	Bank Fee		-\$2.35
12/30/2025	Deposit	Chevron Grant	\$1,500.00
<b>Total Credits</b>			<b>\$12,460.65</b>

<b>Checks Cleared</b>		
12/2/2025	Texas Mutual	\$ (406.64)
12/4/2025	Winstar Insurance	\$ (10,963.00)
12/2/2025	TW Leday	\$ (350.00)
12/17/2025	Alicia Bourgeois	\$ (50.00)
12/5/2025	Greg Hollaway	\$ (785.86)
12/16/2025	MidTedx Oil	\$ (1,769.78)
12/17/2025	Fire Hose Supply	\$ (6,154.26)
12/22/2025	TW Leday	\$ (350.00)
12/23/2025	texas Mutual	\$ (198.32)
12/23/2025	Casco	\$ (248.00)
12/30/2025	Golden West	\$ (819.59)
12/23/2025	TW Leday	\$ (7,000.00)
	Texas Mutual	
<b>Total Cleared</b>		<b>-\$29,095.45</b>
<b>Outstanding Debits/Credits</b>		
<b>Total Pending</b>		<b>\$0.00</b>
Currently in East Chambers Bank - Commercial Checking		<b>\$23,855.28</b>

<b>East Chambers Bank - County Funding Account 15003361</b>		
<b>Beginning Bank Balance</b>		<b>\$38,361.08</b>
<b>Credits/Transfers/Debits</b>		
12/31/2025	BANK FEE	\$ (5.01)
12/2/2025	Tractor Supply	\$ (121.01)
12/4/2025	amazon	\$ (428.16)
12/5/2025	Amazon	\$ (1,170.14)
12/15/2025	Amazon	\$ (11.08)
12/22/2025	Microsoft	\$ (43.24)
12/23/2025	Market Basket	\$ (123.86)
12/23/2025	Fire Hose Direct	\$ (110.47)
12/31/2025	O'Reilly	\$ (20.53)
12/2/2025	Funds Transfer	\$ (10,963.00)
<b>Total Credits</b>		<b>-\$12,996.50</b>
<b>Checks Pending</b>		
<b>Total Pending</b>		<b>\$0.00</b>
Currently in East Chambers Bank County Funding Account		<b>\$25,364.58</b>

<b>East Chambers Bank - Benefit Account 15000923</b>		
<b>Beginning Bank Balance</b>		<b>\$8,806.64</b>
<b>Credits/Transfers/Debits</b>		
12/31/2025	BANK FEES	-\$11.63
<b>Total Credits</b>		<b>-\$11.63</b>
<b>Checks Pending</b>		
<b>Total Pending</b>		<b>\$0.00</b>
Currently in East Chambers Bank - Benefit Account		<b>\$8,795.01</b>

<b>Texas First Bank Savings 20080370</b>		
<b>Beginning Bank Balance</b>		<b>\$2,066.33</b>
<b>Credits/Transfers</b>		
12/321/2025	DEP Interest Income	\$ 1.32
<b>Total Credits</b>		<b>\$1.32</b>
<b>Checks Pending</b>		
<b>Total Pending</b>		<b>\$0.00</b>
Currently in Texas First Bank - Savings Account		<b>\$2,067.65</b>

<b>Current Cash Assets</b>	
East Chambers Bank Commercial Checking (Payroll Account)	\$3,252.00
East Chambers Bank - Commercial Checking 15000214	\$23,855.28
East Chambers Bank - County Funding Account 15003361	\$25,364.58
East Chambers Bank - Benefit Account 15000923	\$8,795.01
Texas First Bank Savings 20080370	\$2,067.65
<b>Total Cash Assets</b>	<b>\$63,334.52</b>

**Winnie Stowell Volunteer Fire Department  
Station Attendant Report per Week/Shift**

STATION ATTENDANT	Jan 2025 Total Shifts	Jan 2025 Gross Pay	Feb 2025 Total Shifts	Feb 2025 Gross Pay	Mar 2025 Total Shifts	Mar 2025 Gross Pay	Apr 2025 Total Shifts	Apr 2025 Gross Pay	May 2025 Total Shifts	May 2025 Gross Pay	Jun 2025 Total Shifts	Jun 2025 Gross Pay					
Jose Flores	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			\$0	12800.00 20% % Allowed \$64,000 BFD Starting Salary			
Austin Isaacks	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			\$0				
Aaron Renner	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			\$0				
Logan Ruff	6	\$210	6	\$210	0	\$0	18	\$630	18	\$630	9	\$315					
<b>Total</b>	<b>6</b>	<b>\$210</b>	<b>6</b>	<b>\$210</b>	<b>0</b>	<b>\$0</b>	<b>18</b>	<b>\$630</b>	<b>18</b>	<b>\$630</b>	<b>9</b>	<b>\$315</b>					
													Calendar Year Totals				
STATION ATTENDANT	Jul 2025 Total Shifts	Jul 2025 Gross Pay	Aug 2025 Total Shifts	Aug 2025 Gross Pay	Sep 2025 Total Shifts	Sep 2025 Gross Pay	Oct-2025 Total Shifts	Oct 2025 Gross Pay	Nov 2025 Total Shifts	Nov 2025 Gross Pay	Dec 2025 Total Shifts	Dec 2025 Gross Pay	Total Shifts	Total Gross Pay	20% of BFD Starting Salary	Total Allowed Remaining	
Jose Flores	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$ -	\$11,006	\$11,006	
Austin Isaacks	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$ -	\$11,006	\$11,006	
Aaron Renner	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$ -	\$11,006	\$11,006	
Logan Ruff	0	\$0	9	\$315	0	\$0	0	\$0	0	\$0	0	\$0	66	\$ 2,310	\$11,006	\$8,696	
<b>Total</b>	<b>0</b>	<b>\$0</b>	<b>9</b>	<b>\$315</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>66</b>	<b>\$ 2,310</b>			

# 2026 Calendar

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7	29	30	31	1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31								29	30	31	1	2	3	4	26	27	28	29	30	1	2

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	1	2	31	1	2	3	4	5	6	28	29	30	1	2	3	4	26	27	28	29	30	31	1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	1	2	3	4	26	27	28	29	30	31	1	23	24	25	26	27	28	29
31	1	2	3	4	5	6															30	31	1	2	3	4	5

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
30	31	1	2	3	4	5	27	28	29	30	1	2	3	1	2	3	4	5	6	7	29	30	1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30	1	2	3	25	26	27	28	29	30	31	29	30	1	2	3	4	5	27	28	29	30	31	1	2

**CHAMBERS COUNTY EMERGENCY SERVICES DISTRICT NO. 1.  
INDEPENDENT CONTRACTOR AGREEMENT FOR  
FIRE PROTECTION AND RESCUE SERVICES**

This independent contractor agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") between CHAMBERS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 ("District"), a volunteer fire district, and \_\_\_\_\_, a commissioned firefighter in the State of Texas ("Contractor"), currently employed as a commissioned firefighter for Chambers County (collectively, the "Parties").

The District requests the Contractor to perform services of a commissioned firefighter in the State of Texas. The Parties expressly acknowledge and agree that Contractor shall perform all Services as an independent contractor and not as an employee, agent, or representative of the District, and that nothing in this Agreement shall be construed to create any employment, agency, joint-venture, or partnership relationship between the District and Contractor. Contractor shall not represent to any person that such a relationship exists. The Parties therefore agree as follow:

**1. Term and Termination.**

- 1.1 Term of Agreement. This Agreement shall be for the period of \_\_\_\_\_ through \_\_\_\_\_. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated as provided below.
- 1.2 Termination of Agreement. This Agreement may be terminated by either party at any time and for any reason with five (5) days written notice to the Chief of the District or to the Contractor.

**2. Contractor Services.**

- 2.1 This is an agreement for contracting services. With the exception of worker's compensation benefits, the contracting party provides no benefits, such as unemployment insurance or health insurance, to the independent contractor. Contractor shall have the sole right to determine the manner, method, and means of performing the Services and shall furnish, maintain, and be responsible for all personal protective gear, uniforms, and minor tools required for performance. The District's oversight shall be limited to ensuring that the results of the Services comply with generally accepted firefighting practices and the operational standards established by the District, and not to directing or controlling the means or methods used by Contractor to achieve such results.
- 2.2 The Contractor may not act as agent for, or on behalf of, the Department, or to represent the Department, or bind the Department in any manner.
- 2.3 The work performed by the Contractor shall be compensated at the following rate: twenty-two dollars (\$25.00) per hour and forty dollars (\$40.00) per hour for designated holidays. This rate may be adjusted from time to time by the Board of Directors of the District. The Contractor shall issue invoices (timesheet) to the District's Administrative

Assistant on the last work day of the monthly pay period, unless otherwise instructed by the District, and agrees to provide documentation as instructed by the District's accounts payable District. The District shall remit payment to the Contractor within seven (7) days following the District's regular monthly meeting, provided that the invoice is submitted before the end of the prior month.

- 2.4 The District shall timely issue an IRS Form 1099-NEC to Contractor for all compensation paid under this Agreement. Contractor acknowledges and agrees that Contractor is solely responsible for payment of all federal income, self-employment, and other taxes due as a result of compensation received from the District. Contractor further acknowledges that the compensation stated herein constitutes the total amount due for all work performed and that Contractor is not entitled to overtime or additional pay under the Fair Labor Standards Act or any similar law.
- 2.5 The Parties acknowledge that the Contractor performs services for the District solely as an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer-employee, principal-agent, joint venture, or partnership between the District and the Contractor. Contractor expressly waives and disclaims any right or claim to wages, overtime, vacation, sick leave, retirement, health insurance, unemployment benefits, or any other benefit or protection provided to employees of the District. Contractor shall not represent to any person or entity that Contractor is an employee of the District. The Parties intend that Contractor shall remain at all times a separate and independent business entity and that Contractor shall bear all economic risk of profit or loss resulting from performance of the Services.
- 2.6 Contractor is employed as a full-time commissioned firefighter with benefits for a municipality, political subdivision of the State of Texas, or private enterprise, and such full-time employment with benefits is an express condition of this Agreement. Contractor shall remain so employed throughout the term of this Agreement. If Contractor loses, resigns from, or is terminated from such full-time employment, or otherwise ceases to receive full-time employee benefits, Contractor shall notify the District in writing immediately. Failure to provide such notice shall constitute a material breach of this Agreement. Upon receipt of such notice, or upon discovery by the District of such change(s), this Agreement shall automatically terminate without further action by either Party.
- 2.7 The Contractor shall promptly notify the District of as soon as reasonably practicable after learning of a schedule change that could adversely affect the Contractor's availability to perform the Services. The District shall not be responsible for federal, state, or local taxes derived from the Contractor's net income or for the withholding or payment of any federal, state, or local income, self-employment, or payroll taxes, disability benefits, or other legal requirements applicable to the Contractor.

### **3. Duties and Representations of District.**

- 3.1 District shall own and maintain all the equipment and assets necessary for Contractor to perform his duties pursuant to this Agreement and agrees to always maintain these

assets in a state of good repair and shall comply, so far as practicable, with applicable sections of NFPA.

- 3.2 The District agrees to make such assets fully available and to be placed in the possession of Contractor to be used by Contractor in accordance with this Agreement and the protocols adopted by District from time to time in order for Contractor to carry out the terms of this Agreement.
- 3.3 The District shall insure all the equipment and property reasonably required to provide the Emergency Services required by the Contractor in this Agreement hereunder or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated.
- 3.4 At all times during the term of this Agreement, the District shall maintain workers' compensation insurance only to the extent required by Texas Labor Code § 504.019 or other applicable law. Such coverage is provided solely for statutory compliance and shall not be construed as evidence of, or as creating, an employer-employee relationship between the District and the Contractor.
- 3.5 The District shall be responsible for filing a 1099 for Contractor within the required time set forth by the Internal Revenue Service.

4. **Duties and Representations of Contractor.** Contractor represents and warrants that Contractor possesses the following knowledge and skills necessary to satisfy the following criteria:

- 4.1 Contractor shall perform all Services under this Agreement as an independent contractor, exercising Contractor's own judgment regarding the manner, methods, and details of performance. The District's oversight shall be limited to determining whether the Services meet the performance standards and results required by this Agreement. Nothing in the description of duties below shall be interpreted as giving the District the right to supervise or control the day-to-day work, schedules, or means of performance of the Contractor.
- 4.2 Contractor's Duties Principal Duties and Responsibilities. Contractor shall perform the following duties in accordance with generally accepted firefighting standards and the District's published operational protocols, but at all times under Contractor's independent judgment and control. Nothing in this Agreement shall be construed as granting the District control over the manner and means of the Contractor's performance, but only over the results required.
- 4.3 Perform fire suppression duties by responding to emergency fire calls, using various equipment and apparatus for fire suppression, applying water and other chemicals to fires, and ensuring all property and lives are safe and secure.
- 4.4 Perform emergency medical services by responding to emergency calls, performing basic and advanced life-saving procedures to patients.

- 4.5 Perform other duties by assisting in the maintenance of facilities and equipment, conducting public tours of facilities, providing public education regarding fire and safety, maintaining continuing education and physical training, and performing other duties as assigned.
- 4.6 Perform Station Attendant duties including but not limited to:
  - 4.6.1 Inspect vehicles for fuel levels and service needs including checking brakes, oil and transmission fluid levels as instructed.
  - 4.6.2 Delivers and retrieves a variety of items from different vendors to include vehicles, equipment, and supplies.
  - 4.6.3 Performs station maintenance work.
  - 4.6.4 Caring for station grounds and assists with minor station repairs.
  - 4.6.5 Performs office-related duties to include answering the telephone and taking messages.
  - 4.6.6 Loads/unloads tools, supplies and equipment and lifts and moves equipment and other objects.
- 4.7 Required Knowledge, Skills, and Abilities.
  - 4.7.1 Working knowledge of the mechanical principles involved in the efficient operation of fire apparatus and equipment.
  - 4.7.2 Knowledge of District's maps and locations of streets, fire hydrants, and response routes.
  - 4.7.3 Skill and ability to function as a lead worker performing essentially the same work as those directed, and includes training, instructing, and scheduling work.
  - 4.7.4 Ability to react quickly and calmly in emergencies and to direct the work of subordinates in emergency situations.
  - 4.7.5 Ability to plan, supervise and coordinate the work of others.
  - 4.7.6 Ability to use, operate and care for fire-fighting equipment.
  - 4.7.7 Ability to gain physical strength and agility sufficient to perform prolonged and arduous work under adverse conditions.
  - 4.7.8 Ability to work an irregular schedule, including weekends, evenings and holidays.
  - 4.7.9 Ability to maintain regular and predictable attendance.

4.8 Machines, Tools, Equipment and Work Aids.

4.8.1 Knowledge and ability to operate fire suppression equipment, medical emergency equipment, fire apparatus, rescue equipment, computer, and related software.

4.8.2 Knowledge of fire protective clothing, SCBA, bio-hazardous protective equipment, eye protection.

4.9 Education, Certification and Experience Required.

4.9.1 Possession of a High School Diploma or equivalent.

4.9.2 Possession of a valid Texas Class B driver's license, if required.

4.9.3 Contractor must be a certified firefighter with the Texas Commission on Fire Protection and a certified Texas District of Health (TDH) Emergency Medical Technician (EMT) at time of employment.

4.9.4 Contractor maintains at least EMT-B level certification unless lesser certification is approved by the Chief.

4.10 Contractor is solely responsible for maintaining all licenses, certifications, and continuing-education credits required by law and for any costs associated therewith.

5. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation. Each Party further acknowledges that it enters into this Agreement as an independent legal entity and that neither Party relies upon the other for employment-related obligations of any kind.

6. **Indemnification.**

6.1 Contractor Indemnity. CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES OF WHATEVER NATURE (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT, AND AMOUNTS PAID IN DISCHARGE OF JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM OR ARISING OUT OF THE CONTRACTOR'S NEGLIGENCE, BREACH OF THIS AGREEMENT, OR FAULT IN FAILING TO PERFORM THE PROVISIONS OF THIS AGREEMENT.

6.2 District Indemnity. DISTRICT SHALL INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES OF WHATEVER NATURE (INCLUDING, BUT

NOT LIMITED TO, REASONABLE ATTORNEY FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT, AND AMOUNTS PAID IN DISCHARGE OF JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM OR ARISING OUT OF THE DISTRICT'S NEGLIGENCE OR FAULT IN FAILING TO PERFORM THE PROVISIONS OF THIS AGREEMENT.

6.3 Contractor's Estate and Third-Party Claims. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR (AND CONTRACTOR'S ESTATE, HEIRS, SUCCESSORS, AND PERMITTED ASSIGNS) SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT ARISE OUT OF OR RESULT FROM CONTRACTOR'S ACTS, OMISSIONS, OR NEGLIGENCE IN THE PERFORMANCE OF THIS AGREEMENT. THIS INDEMNITY EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM, SUIT, OR ACTION BROUGHT BY CONTRACTOR, CONTRACTOR'S SPOUSE, FAMILY MEMBERS, HEIRS, ESTATE, OR LEGAL REPRESENTATIVES FOR PERSONAL INJURY, DEATH, OR OTHER DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. THIS OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND SHALL NOT APPLY TO THE EXTENT THAT ANY SUCH CLAIM ARISES FROM THE SOLE, GROSS, OR WILLFUL NEGLIGENCE OF THE DISTRICT.

6.4 Survival of Indemnities. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND EXPRESSLY INCLUDE ANY CLAIM ALLEGING THAT CONTRACTOR WAS MISCLASSIFIED AS AN EMPLOYEE OF THE DISTRICT.

7. **Liability.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR'S REMEDIES ARE LIMITED TO CONTRACTUAL DAMAGES AND THAT CONTRACTOR SHALL NOT BE ENTITLED TO ANY REMEDIES OR BENEFITS AVAILABLE ONLY TO EMPLOYEES UNDER TEXAS OR FEDERAL LAW.

8. **Confidential Information.** Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential

information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

- 8.1 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.
- 8.2 As part of this Agreement, the Parties agree to enter into the attached Business Associate Agreement. (See **Exhibit "A"**).

## 9. **Miscellaneous Provisions.**

- 9.1 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).
- 9.2 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 9.3 This Agreement shall not be assigned by either party without the express consent of the other party.
- 9.4 A failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power, or privilege.
- 9.5 This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. EACH PARTY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN CHAMBERS COUNTY, TEXAS.
- 9.6 Non-Exclusivity. Nothing in this Agreement shall restrict Contractor from performing similar services for other entities, whether public or private, provided such services do not conflict with Contractor's obligations to the District.
- 9.7 Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and

supersedes all prior or contemporaneous oral or written agreements, understandings, or representations. No amendment or modification shall be valid unless made in writing and signed by authorized representatives of both Parties.

- 9.8 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by email, facsimile, or other electronic means shall be deemed to be original signatures for all purposes and shall be legally binding upon the Parties.
- 9.9 Headings; Construction. Section and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement. Each Party has reviewed and had the opportunity to revise this Agreement; therefore, it shall not be construed against either Party as the drafter.
- 9.10 Further Assurances. Each Party agrees to execute and deliver such further documents and take such additional actions as may be reasonably necessary to carry out the intent and purpose of this Agreement.
- 9.11 Acknowledgment of Independent Status. By signing below, Contractor acknowledges that Contractor (a) has read and understands this Agreement; (b) has had the opportunity to consult legal counsel of Contractor's choice; (c) is not relying on any statement or representation by the District regarding employment status; and (d) enters this Agreement voluntarily as an independent contractor.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]*

The Parties are signing this Agreement on the date stated in the introductory clause.

CHAMBERS COUNTY EMERGENCY SERVICE DISTRICT NO. 1

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Administrator

CONTRACTOR NAME

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "A"

### BUSINESS ASSOCIATE AGREEMENT

#### CHAMBERS COUNTY EMERGENCY SERVICE DISTRICT NO. 1, AND

This Business Associate Agreement ("BA Agreement"), effective \_\_\_\_\_ (the "Effective Date"), is entered into by and between \_\_\_\_\_ ("Business Associate") and Chambers County Emergency Service District No. 1, ("Covered Entity").

#### RECITALS

- A. Business Associate and Covered Entity are engaged in a business relationship whereby Covered Entity obtains from Business Associate, and Business Associate provides to Covered Entity, certain Fire Protection and Fire Rescue services to the Covered Entity's indigent client's ("Business Relationship");
- B. As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of Covered Entity that involves the use and/or disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103).
- C. The parties desire to enter into this BA Agreement regarding the use and/or disclosure of Protected Health Information as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Standards for Security of Electronic Protected Health Information (the "Security Rule") promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the "HITECH Act"), and the regulations implementing the HITECH Act.

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### AGREEMENT

1. **Terms Used.** Terms used but not otherwise defined in this BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule. For the avoidance of doubt, the term Protected Health Information shall include Electronic Protected Health Information.
2. **Permitted Uses and Disclosures of Protected Health Information.** Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may use and/or disclose Protected Health Information to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Business Relationship provided that such use and/or disclosure (a) would not violate the Privacy Rule or Security Rule if done by Covered Entity, (b) is reasonably limited to the minimum necessary information to accomplish the

intended purpose of the use or disclosure, (c) is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), and (d) is in compliance with the HITECH Act and its implementing regulations. All other uses and/or disclosures not authorized by the Business Relationship or this BA Agreement are prohibited.

**3. Responsibilities of Business Associate with Respect to Protected Health Information.**

With regard to the use and/or disclosure of Protected Health Information, Business Associate hereby agrees:

- a. not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required By Law;
- b. to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;
- c. to comply with the Security Rule provisions set forth in 45 C.F.R. Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 C.F.R. § 164.306), Administrative Safeguards (45 C.F.R. § 164.308), Physical Safeguards (45 C.F.R. § 164.310), Technical Safeguards (45 C.F.R. § 164.312), Organizational Requirements (45 C.F.R. § 164.314) and Policies and Documentation (45 C.F.R. § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information which Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity;
- d. to report to Covered Entity any Security Incident or potential Breach of Unsecured Protected Health Information of which it becomes aware, in the following times and manners:
  - (1) any actual, successful Security Incident shall be reported to Covered Entity in writing within two (2) business days of Business Associate's discovery of such actual, successful Security Incident;
  - (2) any attempted, unsuccessful Security Incident of which Business Associate becomes aware shall be reported to Covered Entity in writing, on a reasonable basis at the written request of Covered Entity but in no event more often than on a quarterly basis; and
  - (3) any potential Breach of Unsecured Protected Health Information shall be reported to Covered Entity in writing within two (2) business days of Business Associate's discovery of such potential Breach of Unsecured Protected Health Information, and (in any case) any such report shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during any such Security Incident or potential Breach, together with such other information regarding the Security Incident or potential Breach as is known to Business Associate at the time such report is made (such as the type of Protected Health Information involved in the event, the nature of the information accessed, acquired or disclosed, etc.) or promptly thereafter as such other information becomes available;

- e. to notify Covered Entity in writing within two (2) business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;
- f. to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement or by its subcontractor or agent in violation of the agreement described in Section 3.h., or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to Covered Entity in advance and authorized by Covered Entity, all at the sole cost and expense of Business Associate;
- g. to work cooperatively with Covered Entity in connection with Covered Entity's investigation of any potential Breach and in connection with any notices Covered Entity determines are required as a result, and to refrain from giving any notice itself unless Covered Entity expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;
- h. to ensure that all subcontractors and agents that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to substantially the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;
- i. to provide access (at the request of, and in the time and manner reasonably designated by, Covered Entity) to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524 (this provision shall be applicable only if Business Associate has Protected Health Information in a Designated Record Set) and to notify Covered Entity of any requests for access it receives from an Individual within two (2) business days of receipt;
- j. to make any amendment(s) (at the request of, and in the time and manner reasonably designated by, Covered Entity) to Protected Health Information in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. § 164.526 (this provision shall be applicable only if Business Associate has Protected Health Information in a Designated Record Set) and to notify Covered Entity of any amendment requests it receives from an Individual within two (2) business days of receipt;
- k. to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;
- l. to provide to Covered Entity, in a time and manner reasonably designated by Covered Entity, information collected in accordance with Section 3.k. of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of

disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to Covered Entity);

- m. to the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule provisions set forth at 45 C.F.R. Part 164, Subpart E (any such obligation to be carried out only when so directed by Covered Entity pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation;
- n. to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the District of Health and Human Services or his/her designee, in a time and manner designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule and/or Security Rule; and
- o. if Business Associate knows of a pattern of activity or practice by its subcontractor or agent that constitutes a material breach or violation of Business Associate's obligations under this BA Agreement or of the agreement described in Section 3.h. of this BA Agreement, (i) to give written notice of such pattern or practice to Covered Entity within two (2) business days of its discovery; (ii) to take reasonable steps to cure the breach or end the violation; and (iii) if Business Associate determines that such steps appear to have been unsuccessful, to promptly terminate the subcontractor's or agent's creation, receipt, maintenance, or transmittal of Protected Health Information on behalf of Business Associate and to give Covered Entity written notice of such determination and termination.

5. **Responsibilities of Covered Entity with Respect to Protected Health Information.** If deemed applicable by Covered Entity, Covered Entity shall:

- a. provides Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520 as well as any changes to such notice;
- b. notifies Business Associate in writing of any change in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures; and
- c. notifies Business Associate in writing of any restriction to the use and/or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

6. **Specific Use and Disclosure by Business Associate.** Except as otherwise limited in the Business Relationship and this BA Agreement, Business Associate may:

- a. uses Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

- b. disclose Protected Health Information for the proper management and administration of Business Associate, provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom Protected Health Information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of Protected Health Information has been breached; and
- c. uses Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

**7. Term and Termination.**

- a. Term. The Term of this BA Agreement shall be effective as of the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with Section 6.c. below.
- b. Termination for Cause. Covered Entity may immediately terminate the Business Relationship and/or this BA Agreement if Covered Entity determines that Business Associate has breached a material term of this BA Agreement.
- c. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this Section 6.c., upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section 6.c.(1) shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**8. Indemnification. BUSINESS ASSOCIATE AGREES TO INDEMNIFY AND HOLD HARMLESS COVERED ENTITY AND ITS AFFILIATES AND THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES"), FROM AND**

**AGAINST ANY LIABILITY, CLAIM, ACTION, LOSS, COST, DAMAGE OR EXPENSE (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) INCURRED OR SUFFERED BY INDEMNITEES, TO THE EXTENT THAT SUCH LIABILITY, CLAIM, ACTION, LOSS, COST, DAMAGE, EXPENSE OR FEE IS ATTRIBUTABLE TO OR INCURRED AS A RESULT OF AN UNAUTHORIZED USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE THAT CONSTITUTES A BREACH OR SECURITY INCIDENT; ANY BREACH OF THIS BA AGREEMENT BY BUSINESS ASSOCIATE.**

9. **Miscellaneous.**

- a. Application and Incorporation. As of the Effective Date, this BA Agreement supersedes any preexisting business associate agreement between the parties and automatically amends any preexisting contract or relationship, written or unwritten, formal or informal, between Business Associate and Covered Entity, and this BA Agreement does and will apply to, and be deemed incorporated into, all present and future contracts and relationships, written or unwritten, formal or informal, between Business Associate (including its officers, directors, employees, independent contractors, and agents) and Covered Entity regardless of any specific reference to this BA Agreement or lack thereof.
- b. Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations. Notwithstanding the forgoing, if Covered Entity and Business Associate have not amended this BA Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this BA Agreement, then upon the effective date of such law or regulation (or any portion thereof) this BA Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BA Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations. Except as provided in this Section 8.b., no amendment to this BA Agreement shall be effective unless it is in writing and signed on behalf of Covered Entity and Business Associate.
- c. Survival. The respective rights and obligations of Business Associate under Section 6.c. of this BA Agreement shall survive the termination of the Business Relationship and/or this BA Agreement. Sections 7 and 8 shall also survive the termination of the Business Relationship and/or this BA Agreement.
- d. Regulatory and Statutory References. Any reference in this BA Agreement to a section of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act, or any other regulations implementing HIPAA or the HITECH Act, shall mean such regulation or statute as in effect at the time of execution of this BA Agreement or, if and to the extent applicable, as subsequently updated, amended or revised.
- e. Interpretation. Any conflict, inconsistency or ambiguity in or between this BA Agreement and HIPAA or the HITECH Act shall be resolved in favor of a meaning that permits

Covered Entity to comply with HIPAA and the HITECH Act and any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule. Any conflict, inconsistency or ambiguity between this BA Agreement and any other contract between Business Associate and Covered Entity shall be resolved in favor of this BA Agreement.

- f. No Third-Party Beneficiary. Nothing in this BA Agreement is intended, nor shall be deemed, to confer any benefits on any third party.
- g. Effect of BA Agreement. Except as amended by this BA Agreement, the terms and provisions of the Business Relationship shall remain in full force and effect.
- h. Assignment. This BA Agreement may not be transferred or assigned by either party without the prior written consent of the other party, except that Covered Entity may assign this BA Agreement to a parent, subsidiary, or affiliate or to a successor by merger or consolidation without notice to or consent of Business Associate. Any assignment in violation of this provision is void and without effect. In the case of any permitted assignment or transfer of or under this BA Agreement, this BA Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COVERED ENTITY:**

**Chambers County Emergency Service District No. 1**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Administrator, Chambers County Emergency Service District No. 1.