

A motion was made by **Commissioner Hughes** and seconded by **Commissioner Marshall** to approve the lease agreement for **six new vehicles for the Sheriff's department** with the same bank as previously leased. According to Stewart Cobb, the price did not increase substantially. All voted yes and none no. SEE ATTACHED

Judge Blanchette explained that the City of Colmesneil was omitted, by mistake, in the **Lease Agreement** with **ESD#7**, approved in the April 13<sup>th</sup> meeting. It should be a memorandum of understanding. He explained the lease agreement should actually be from the ESD#7 to the fire department. Because the City of Colmesneil and the County are joint funders of the project, they actually own the facility. The ESD will manage it and they will lease it to the VFD. **Judge Blanchette** motioned to rescind the Lease Agreement with ESD #7, dated April 13, 2015. The motion was seconded by **Commissioner Marshall**. All voted yes and none no.

A motion was made by **Commissioner Marshall** to approve the **Memorandum of Understanding** with the **City of Colmesneil** and **Tyler County Emergency Service District #7**. The motion was seconded by **Commissioner Walston**. All voted yes and none no. SEE ATTACHED

Judge Blanchette stated that the Sheriff's department had procured a 6000 gallon tanker from military surplus. This could be transferred for use by the Tyler County Emergency Management. Woodville VFD has agreed to adapt it, manage it and provide a driver for the use of the entire county. **Judge Blanchette** motioned to approve the **Memorandum of Understanding** with the **Woodville Volunteer Fire Department** and **Tyler County Emergency Management**. **Commissioner Hughes** seconded the motion. All voted yes and none no. SEE ATTACHED

The county auditor explained that the Texas Association of Counties is offering to track the reporting required by the Affordable Health Care Act, in order that the county does not forget a requirement and loose the "grandfather" status. If the grandfather status is lost, then the Affordable Health Care Act can dictate the coverage the county will have. A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall** to approve the **Inter-local Participation Agreement** with the **Texas Association of Counties Health and Employee Benefits Pool** for the tracking services offered. All voted yes and none no. SEE ATTACHED.

Stephanie Williams from Beaumont office of Adult Protective Services praised Ken Jobe for the improvements he had made while being on the local board. It was a consensus of the court to proclaim May 2015 as **Elder Abuse Prevention Month** in Tyler County.

Jacob Spivey presented an update for the **AgriLife Extension office**. He announced he would be hosting a prescribed burning on private lands workshop on May 21st for a six to eight county region. It will be held at the Big Thicket fire management office in Tyler County.

Judge Blanchette announced the fatal accident of the newly elected Newton County Judge, Ronnie Boyett. The court paused for a moment of silence in his honor.

Lou Cloy entered the meeting at 10:37 a.m.

Commissioner Nash recommended the three **lists of county roads** need to be reconciled: list from Texas Department of Transportation, list from Precinct #1 and #2, list from Precinct #3 and #4. Approximately, ninety five (95%) of the lists match completely with the one submitted in 2005, except for the ones that have been added or subtracted through commissioners' court. He felt that whatever list is submitted to TXDOT needs to be the one that is used by the commissioners; and, county auditor for funding allocation. Commissioner Nash suggested the Judge appoint an impartial committee to reconcile the list. Commissioner Hughes questioned whether the road and bridge departments get paid by what is submitted to TXDOT or what the commissioners turned in. The Auditor



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is hereby made by and between the County of Tyler, Texas, hereinafter (in this document) referred to as Tyler County and the Dam-B Volunteer Fire Department. All Volunteer Fire Departments serving Tyler County and the Tyler County Firefighters Association will be the direct or indirect beneficiaries of this agreement so that they may utilize the product of this agreement to better serve the needs of the property owners and residents of Tyler County.

Tyler County, by way of the Tyler County Emergency Management Department and Tyler County Sheriff's Department, has ownership and possession of a 1990 Oshkosh Diesel 6000 Gallon Jet Fuel Tanker Truck (VIN 2F3D0XL1039787), hereinafter (in this document) referred to as the "Tanker Truck". This Tanker Truck is to be altered and refitted with connections suitable for receiving firefighting water for transport and discharging the water into Tyler County Firefighting vehicles and apparatuses for water support at fire scenes throughout Tyler County.

Tyler County agrees to supply reasonable funding for the parts and equipment necessary to equip and set up the Tanker Truck for this purpose. Tyler County agrees to maintain license registration and vehicle inspection on the Tanker Truck. Tyler County agrees to provide insurance coverage for the Tanker Truck under the umbrella of Tyler County's membership in the Texas Association of Counties (TAC) insurance pool.

Dam-B Volunteer Fire Department agrees to provide the qualified skilled labor and/or manpower to remove unneeded fittings and equipment from the Tanker Truck and reinstall the parts and fittings necessary to accomplish the transformation of the (fuel) Tanker Truck from the original purpose to that of a firefighting service – water - Tanker Truck.



Dam B Volunteer Fire Department will provide Tyler County with a list of names and driver's license numbers of the pool of Woodville Volunteer Fire Department members or others who will be authorized to drive and operate the Tanker Truck under the direction and authority of the Dam-B Volunteer Fire Department. Tyler County will research these names and driver's records to confirm their driver's license status and insurability status for operating the Tanker Truck. Tyler County reserves the right to reject and bar from operating the Tanker Truck, any driver that they reasonably believe would not be qualified to operate any other like vehicle or like equipment owned by Tyler County.

Tyler County will, at Tyler County's expense, secure professional labeling and advertising for the Tanker Truck to identify the ownership of the apparatus as belonging to Tyler County. The labeling will also identify the operation of the Tanker Truck by the Dam-B Volunteer Fire Department. The labeling will state the purpose of the Tanker Truck is for use (service and support) to all Tyler County Volunteer Fire Departments and the Tyler County Firefighter's Association. Labeling will also include a designation of participation in this project by the Tyler County Sheriff's Department. Labeling may include such other information as Tyler County believes is appropriate and desirable to be displayed on the Tanker Truck.

Tyler County will stage this Tanker Truck on property owned by Tyler County or property owned by Dam-B Volunteer Fire Department. Unlimited access to the vehicle will be turned over to the Dam-B Volunteer Fire Department for use as needed to accomplish the purposes as stated in this agreement. Dam-B Volunteer Fire Department will oversee the operation of this vehicle and equipment during this use. Tyler County reserves the right to monitor (on request) the maintenance logs and operations logs to insure that the vehicle and equipment is properly maintained and available if needed in all areas of Tyler County by all Tyler County Volunteer Fire Departments and the Tyler County Firefighter's Association as intended and stated in this agreement.

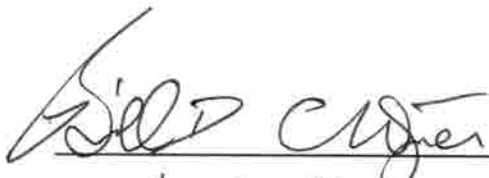
Dam-B Volunteer Fire Department will provide invoices for reasonable maintenance expenses for this vehicle to Tyler County for consideration of reimbursement of those expenses by Tyler County.

It is understood by all parties that the vehicle was obtained through the Tyler County Sheriff's Department with a priority for law enforcement use. Should law enforcement needs arise



requiring use of this Tanker Truck, the Dam-B Volunteer Fire Department will dispatch their personnel with the Tanker Truck or provide access to law enforcement of the Tanker Truck sufficient to meet that need.

Either party, Tyler County or The Dam-B Volunteer Fire Department, may alter or end this agreement by submitting a written notice thirty days prior to the date the agreement is to be altered or ended. In the event of either party ending this agreement, Dam-B Volunteer Fire Department will return keys and relinquish access of the Tanker Truck and all related equipment that is owned, purchased, or funded by Tyler County to the Tyler County Emergency Management Department.

  
Date 6-2-17

Bill Crozier- Chief

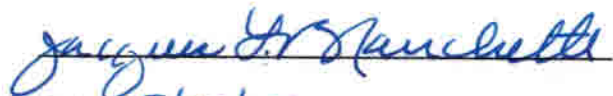
Dam-B Volunteer

Fire Department

  
Date 5-30-17

Bryan Weatherford

Tyler County Sheriff

  
Date 5/30/17

Jacques L. Blanchette

Tyler County Judge