

David Jetelina
18118 Lakeside Lane
Nassau Bay, Texas 77058
713-825-2372 dj@flagshiptec.com

March 7, 2019

San Leon Municipal Utility District
443 24th St.
San Leon, TX 77539
Attn: Mr. Andrew Miller, District Manager via email: amiller@slmud.org

Re: Freedom of Information Request for documents related to San Leon MUD

Dear Mr. Miller,

Thank you for your all of your assistance to date which has been greatly appreciated & helpful. I am working with a number of concerned San Leon Citizens who have asked that I make the following request.

This request is made under the Freedom of Information Act. I hereby request copies of the following records:

- 1) Copies of all legal agreements that fully describe the presently existing rights and obligations between the San Leon MUD (SL MUD) and the San Leon Volunteer Fire Department (SL VFD), a non-profit corporation recognized as tax exempt by the United States Internal Revenue Service under section 501(c)(4) of the IRS code.

The request for records is made to better understand decisions and statements made by the San Leon MUD (SL MUD) Officers in regard to their fiduciary care and handling of public funds in consideration of the ongoing embezzlement investigation & trial involving the SL VFD, which is a recipient of funds from the SL MUD. This request is submitted in good faith for the benefit of the land owners within the SL MUD district.

I am a property owner and water service customer of the SL MUD.

I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government. I am willing to pay fees for this request up to a maximum of \$30. If you have any questions regarding this request please contact me immediately at 713-825-2372 or email dj@flagshiptec.com . Paper *or* electronic records are acceptable. Please email electronic records. Alternately I will pickup paper copies of records at the SL MUD office.

I look forward to your prompt response.

Respectfully submitted,



David Jetelina

RE: FOIA re SL MUD_SL VFD Contracts

Date 3/8/2019 10:03 AM
From amiller@slmud.org on behalf of Andrew Miller
Actionable/To djetelina@flagshiptec.com
FYI/CC slmud1@slmud.org; manchaca@gmail.com; sdoncarlos@rsg-llp.com

Per your request, see the attached document detailing the presently existing rights and obligations between the San Leon MUD and the San Leon Volunteer Fire Department.

--

Andrew Miller
District Manager
San Leon MUD



On 2019-03-07 10:25:52-06:00 David Jetelina wrote:

Hello Andrew,
Attached please find the request for information pertaining to the existing legal/financial relationship between the San Leon MUD and the San Leon VFD. Don't want to be burden, hopefully the documents can be easily accessed/scanned.
All the best,
David J.

David Jetelina
Flagship Technologies, Inc.

713.825.2372 tel
206.350.4894 fax



Virus-free. www.avast.com

CONTRACT AND PLAN FOR FIRE SUPPRESSION SERVICES

This CONTRACT AND PLAN FOR FIRE SUPPRESSION SERVICES (herein called "Contract") is made the 22nd day of March, 2011 by and between San Leon Municipal Utility District (herein called "Water District") and the San Leon Volunteer Fire Department (herein called "Fire Department"), as follows:

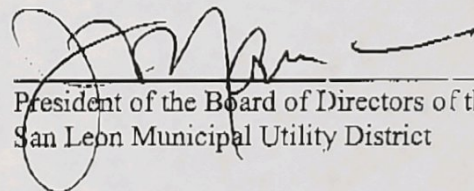
1. This Contract fully incorporates the terms of the Original Contract for Fire Prevention Services dated August 10, 1982 and passed by the voters of the District, as well as Amendments to said Contract in 1998, 2006, 2009 and 2011.
2. Fire Department agrees that it will furnish fire suppression services to customers of the District in exchange for the compensation as outlined herein.
3. Fire Department agrees that it will cooperate with Water District in the use of the flush valves and hydrants operated by Water District within its territorial boundaries and to which the temporary connections for emergency lines shall be made. Fire Department shall have the right to make a reasonable use of these flush valves and hydrants in drills or other exercises that may be appropriate to the discharge of its responsibilities under this contract.
4. At times as it may be necessary or desirable to furnish to locations within the territorial limits of San Leon Municipal Utility District a temporary water supply in the quantity and at the pressure not otherwise available through the permanent pipes and lines of the Water District running to such locations, the Fire Department agrees that it will provide and operate its hose lines and pumps for that purpose, on an emergency basis. Fire Department agrees that it will provide this service upon notice to it of the need, but shall not be responsible to the Water District or customers of the Water District for insufficiency of its equipment or personnel or other cause for failure in performance.
5. In consideration of representations of the San Leon Volunteer Fire Department as herein stated, the San Leon Municipal Utility District agrees to provide compensation for said services in an amount and manner as follows:
 - (a) The Water District will impose a mandatory fee of \$8.00 per living unit to be used for fire protection services. The San Leon Volunteer Fire Department shall deposit into an account each charge of \$8.00 per living unit collected by Water District. Deposits to the account shall be made one time each month when the books of the Water District have been closed for the month and the amount to be deposited as collected determined, and shall be paid out of the gross amount collected by said Water District.

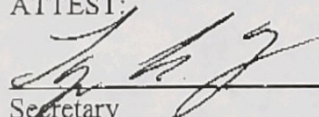
(b) Once per month during each calendar year at a Board meeting of the San Leon Municipal Utility District, the President and the Treasurer of the San Leon Volunteer Fire Department shall present to the Board of Directors of the San Leon Municipal Utility District financial statements representing the current condition of the funds held and expended by said fire department. A certified audit performed by an auditor acceptable to the District, report of the general health of the San Leon VFD including number of members, training, breakdown of calls and status of equipment / apparatus will be presented to the San Leon Municipal Utility District Board of Directors annually.

(c) Any of the terms of this contract may be amended by mutual agreement between the Board of Directors of the San Leon Municipal Utility District and the Board of Directors of the San Leon Volunteer Fire Department, and shall take effect thirty (30) days after approval of both Boards.

ACCEPTED pursuant to resolution by the Board of Directors of the San Leon Municipal Utility District on this 22nd day of March, 2011.

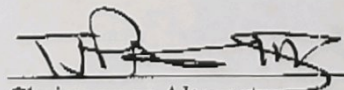
SAN LEON MUNICIPAL UTILITY DISTRICT

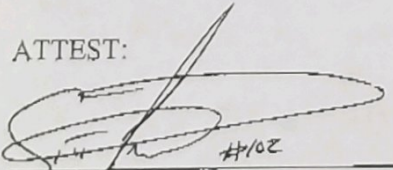
By: 
President of the Board of Directors of the San Leon Municipal Utility District

ATTEST:

Secretary

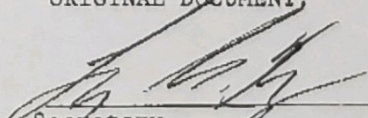
ACCEPTED pursuant to resolution adopted by the San Leon Volunteer Fire Department on this 22nd day of March, 2011.

SAN LEON VOLUNTEER FIRE DEPARTMENT

By: 
Chairman or Alternate

ATTEST:

Secretary

THIS IS A CERTIFIED COPY OF THE ORIGINAL DOCUMENT.


Secretary