



WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

9218 Anderson Mill Road, Austin, Texas 78729

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August 1, 2017

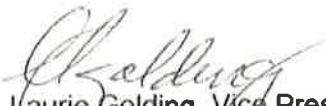
To put it plainly, we need to relocate M22 to another location so we can deal with our growing pains. With the unanticipated growth of our department, we have identified the need to use our apparatus bay, storage and crew quarters again.

When we were forced to reduce our department down to one station, we made a plan. We built a station that would hopefully house all aspects of our organization: our offices, apparatus, equipment, storage and crews. At that time, it appeared that JVFD was going to slowly shrink in size (district and organization), so we built for what we thought was an eventuality. Little did we know that this was just a quick economic dip in our history.

As our district was reduced, so was our department. We reduced paid staff levels, the amount of large and small equipment we had and even our volunteer staffing. Then, recently, we started realizing that things were looking up. First of all, the area residents (NAMUD#1) made it perfectly clear that they had no intention of being annexed into the city, now or ever. Second, our ESD established another funding source which opened up doors that we thought was permanently shut. We expanded our training field to allow for training opportunities for JVFD and all surrounding departments. To reduce maintenance and reliability issues and to be ready for a long future of call response, we also made major upgrades to our apparatus fleet and are looking to expand it even more. We are now increasing staffing back to pre-downturn levels and, not only are our volunteer ranks on the rise, we created a support staff group of department family members who assist with community events and rehab at major department incidents.

With all the positive moves forward, there has become an unforeseen problem: space. With the increase in staffing, we have now lost the room we used for volunteers to do their required overnight stays at the station. Another problem that has arisen is that of proper PPE storage. The current storage location has moisture and flooding problem. We need this life safety equipment to be moved back into a climate controlled location. And, with the increased interest in our training facility, we are now in need of more space for classes in the classroom. Finally, with the ongoing growth, we are going to need more bay space for new apparatus and fleet expansion.

Effective October 1, 2017, we need to have the medic unit, crews, equipment and property relocated from our station. It is a short timeline but, unfortunately, we are on a short timeline as well.


Laurie Golding, Vice President
Williamson County ESD#1
Board of Commissioners

**AGREEMENT TO TERMINATE
THE INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND THE WILLIAMSON COUNTY ESD #1
FOR
ESTABLISHING EMS AMBULANCE HOUSING AT
WILLIAMSON COUNTY ESD #1**

This Agreement to Terminate the Interlocal Agreement Between Williamson County and the Williamson County ESD #1 for Establishing EMS Ambulance Housing at Williamson County ESD #1 (this "Termination Agreement") is hereby made and entered effective as of the last party's execution herein below, by and between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and Williamson County ESD #1, a Texas Emergency Services District ("ESD #1").

RECITALS

WHEREAS, County and ESD #1 are parties to that certain Interlocal Agreement Between Williamson County and the Williamson County ESD #1 for Establishing EMS Ambulance Housing at Williamson County ESD #1 (the "Agreement"); and

WHEREAS, the Agreement provided that County would pay ESD #1 the total sum of \$150,000.00 in exchange for the housing of one County Emergency Medical Services Ambulance, related personnel and equipment at ESD #1's Jollyville Fire Department Station #1 (the "Station #1");

WHEREAS, following execution of the Agreement, County provided an additional \$25,000.00 in funding to ESD #1 for a total funding amount of \$175,000.00;

WHEREAS, ESD #1 has notified County that, due to increases in ESD #1's staffing, apparatus and equipment, it now needs the space currently utilized by County at Station #1;

WHEREAS, ESD #1 has submitted a request to County to terminate the Agreement in exchange for reimbursement of a portion of the funds originally provided by County to ESD #1;

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

**ARTICLE I
TERMINATION OF AGREEMENT**

1.01 Effective Date. The "Effective Date" for this Termination Agreement shall be the date of the last party's execution below.

1.02 Termination. Pursuant and contingent on the terms set forth herein, County and ESD #1 mutually agree to terminate the Agreement effective as of 11:59 PM on the 90th calendar day

following the Effective Date of this Termination Agreement (the "Termination Date").

- 1.03 **Reimbursement of Funding.** ESD #1 has agreed to reimburse the County a portion of the County's original funding amount of \$175,000.00 in consideration of County's agreement to terminate the Agreement. Therefore, on or before the Termination Date, ESD #1 hereby agrees to reimburse County the lump sum amount of **\$128,333.33**, which accounts for the total contribution provided by County less the depreciated value following County's use of the allocated space at Station #1.
- 1.04 **911 Emergency Medical Services Provider.** As additional consideration for County's agreement to terminate the Agreement, ESD #1 further agrees and acknowledges that Williamson County Emergency Medical Services shall continue to be the 911 Emergency Medical Services provider within ESD #1's district and jurisdictional areas and that ESD #1 shall also continue to operate a first responder program under the Williamson County Medical Director, participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs.
- 1.05 **Surrender by County.** On or before the Termination Date, County hereby agrees to surrender the space within Station #1 that is being utilized by County in a clean condition and good repair, normal wear and tear excepted, and remove its ambulance, personnel, equipment and any other of its property from Station #1.

ARTICLE II

CONTINUED OBLIGATIONS UNDER AGREEMENT

- 2.01 With the exception of any obligations accruing prior to the Termination Date and any obligations or agreements that expressly extend beyond the Termination Date under the terms of the Agreement or under the terms of this Termination Agreement, the parties shall have no continued obligations under the Agreement.

ARTICLE III

GENERAL PROVISIONS

- 3.01 **Entire Agreement.** Each party hereto acknowledges that this Termination Agreement embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination Agreement may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.
- 3.02 **Identical Counterparts.** This Termination Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination Agreement, only one such counterpart need be produced or accounted for.

3.03 Representation and Construction. By executing this Termination Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination Agreement. This Termination Agreement shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination Agreement or any provision contained herein.

IN WITNESS WHEREOF, the parties have entered into this Termination Agreement to be effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____, 20__

WILLIAMSON COUNTY ESD #1:

By:  _____

Name: Adam Bryant

Title: President

Date: August 16, 2017