

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7 FOR
ESTABLISHING EMS AMBULANCE HOUSING AT WILLIAMSON COUNTY
EMERGENCY SERVICES DISTRICT NO. 7**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and Williamson County Emergency Services District No. 7, a political subdivision of the State of Texas ("Williamson County ESD #7"), for establishing housing of one County Emergency Medical Services Ambulance in a fire station that is owned and operated by Williamson County ESD #7. The County and Williamson County ESD #7 are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for governmental functions and services, including police protection services; public health and welfare; records center services; administrative functions; and other governmental functions in which the contracting Parties are mutually interested in order to provide a governmental function or service that each Party to the contract is authorized to perform individually;

WHEREAS, Section 791.001 of the Government Code provides that the Parties are authorized to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments;

WHEREAS, Williamson County ESD #7 has constructed an emergency services station known as Florence Fire Department Station #2, which will house fire and emergency medical services personnel and equipment (the "Station");

WHEREAS, the Parties have a mutual interest in the use of the Station and the Parties wish to use the Station in cooperation with one another for the provision of emergency services and to increase the efficiency and effectiveness of their respective local governments; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the undersigned Parties agree as follows:

I. TERMS AND CONDITIONS

A. Primary Obligations of Williamson County ESD #7. Williamson County ESD #7 agrees to provide the County with the following:

1. One enclosed vehicle housing bay at the Station for one County Emergency Medical Services (hereinafter "EMS") response vehicle;
2. Williamson County ESD #7 shall provide to County EMS personnel the sole use of

two bedrooms, one office, an area in bay for oxygen storage, and heated and cooled storage room for medical supplies at the Station; and

3. Williamson County ESD #7 agrees to provide to County EMS personnel the usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.

- B. Consideration. The County agrees to pay the *total* amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), inclusive of prior funding agreements for this project, to Williamson County ESD #7 for establishing the housing of one EMS response vehicle in the Station and for the County's use of the Station for the entire term of this Agreement, as set forth herein. The said consideration shall only be applied towards the acquisition and construction costs and expenses associated with the Station and the provision of space for the housing of County's EMS response vehicle and personnel. Williamson County ESD #7 hereby agrees and acknowledges that no other payments or other remuneration of funds, present or future, shall be due from the County beyond those contained within this Agreement. The County agrees to provide improvements to the areas identified above to be solely occupied by the County's EMS crew.
- C. Term. This Agreement shall be effective from the date of execution and continue for as long as the County intends to actively maintain County EMS services or County EMS Ambulance personnel at the Station.
- D. Termination of Use of the Station. The terms and conditions of this Agreement shall not apply to any new location of the Station in the event Williamson County ESD #7 ceases to use the Station for the provision of emergency services or conveys it to a third party so that it can no longer be used to station the County EMS response vehicle, and this Agreement shall automatically terminate upon such event. However, the Parties agree to cooperate on the relocation of any County response vehicle and personnel to other facilities utilized by Williamson County ESD #7 in the event Williamson County ESD #7 ceases to use the Station and County can no longer utilize the Station for its purposes at no further expense to the County. In such case that any County response vehicle and personnel are relocated to other facilities utilized by Williamson County ESD #7, Williamson County ESD #7 must provide the items set forth under Section II. A. above to the County at such other facilities. If Williamson County ESD #7 conveys the station to a third party so that it can no longer be used by Williamson County ESD #7 or the County for the provision of services contemplated herein, and Williamson County ESD #7 has no other facilities available to allow for the stationing of one County response vehicle and personnel, Williamson County ESD #7 shall pay to the County THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) from the proceeds of any sale of the Station.
- E. Removal of County's Improvements. Upon the termination of this Agreement, County may remove its personal property and any of the improvements that the County made to the Station so long as the removal of such improvements does not unreasonably damage the Station; provided, however, the County shall be obligated to repair any damage that may be

caused by the removal of its improvements.

- F. Condition of the Station. Williamson County ESD #7 shall maintain and repair, as necessary, the Station's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within the Station. The County shall be responsible for keeping the areas that are solely used by it in a clean and neat condition. The County and Williamson County ESD #7 shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- G. Utilities and Service. Williamson County ESD #7 shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewage service to the Station. If any of the equipment or machinery necessary or useful for the provision of any utility services breaks down or for any cause ceases to function properly, Williamson County ESD #7 shall use reasonable diligence to repair the same promptly. Williamson County ESD #7 hereby agrees to pay the costs associated with all utilities supplied to the Station.
- H. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. Williamson County ESD #7 and the County have a duty to mitigate damages.

II. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Inter-Local Cooperation Act.
- B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of Williamson County ESD #7.
- C. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent

practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

- D. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

WILLIAMSON COUNTY ESD #7:

President JOHN FENOGALIO

Williamson County Emergency Services District No. 7

Address PO BOX 523

Address FLORENCE, TX

COUNTY:

Williamson County Judge

710 Main St, Suite 101

Georgetown, Texas 78626

With a Copy to:

Hal C. Hawes

General Counsel to the

Williamson County Commissioners Court

710 Main Street, Suite 102

Georgetown, Texas 78626

- E. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- F. Dispute resolution. The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas or another convenient location to the Parties, if agreed to by both Parties. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own

attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

G. Termination for Convenience.

1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to the Williamson County ESD #7.

2.) Following the expiration of five (5) years from the date of final completion of construction of the Station, the ESD No. 7 may terminate this Agreement for convenience with or without cause or further liability upon one hundred eighty (180) days written notice to County, and the ESD No. 7 subject to the reimbursement provision set forth in Paragraph III, Subsection (H) of this Agreement.

3.) All parties to the contract may terminate upon written mutual consent signed and dated by all parties to this agreement setting forth the agreed upon date of termination.

H. Reimbursement of Funds. Despite the agreed upon financial contribution by the County set forth in a separate agreement for the construction and establishment of the facility, ESD NO. 7 agrees to return a pro rata portion of funds to the County of the monies distributed to ESD NO. 7 if the Parties fail to achieve the intended long-term relationship or ESD NO. 7 exercises its termination for convenience option after the expiration of five (5) years from the date of final completion. Specifically, one half of the County's financial contribution or \$150,000.00 must be returned by ESD No. 7 if it exercises termination for convenience or opts out in year six (6), and each subsequent year will be reduced by \$30,000.00 in reimbursement obligation by ESD No. 7 if it exercises its termination for convenience or opts out in years seven through ten (7-10) as follows: ESD No. 7 shall reimburse the County \$120,000.00 if it exercises termination for convenience or opts out in year seven (7); ESD No. 7 shall reimburse the County \$90,000.00 if it exercises termination for convenience or opts out in year eight (8); ESD No. 7 shall reimburse the County \$60,000.00 if it exercises termination for convenience or opts out in year nine (9); and ESD No. 7 shall reimburse the County \$30,000.00 if it exercises termination for convenience or opts out in year ten (10) without completing the final tenth year of a desired long-term relationship.

I. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

J. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees, volunteers, or agents of one Party shall not be deemed or construed to be the employees, volunteers, or agents of the other Party for any purposes whatsoever.

- K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense, right, or immunity available at law or in equity to the Parties, their past or present officers, employees, or agents, volunteers, or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental or sovereign immunity under the laws of the State of Texas and of the United States.
- L. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODIES OF THE PARTIES.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2019.

Authorization

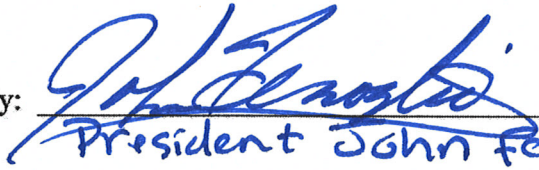
The authorized representatives of the Parties enter into the above-described Agreement.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, County Judge

Date

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: 
President John Fenoglio

February 20, 2020

Date