

FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT ("First Amended Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team
 - Wildland Firefighting

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall 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. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this First Amended Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II. Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the Williamson County Fire Marshal's Office in relation to fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.

III.
Reimbursement Formula; Consideration and Use of Funding

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this First Amended Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this First Amended Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.

IV.
Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this First Amended Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this First Amended Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this First Amended Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this First Amended Agreement. Such share of funds shall start on the next scheduled payment.

V. Right to Withdraw

Any party to this First Amended Agreement has the right to withdraw from this First Amended Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this First Amended Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.

Term of First Amended Agreement; And Effective Date

This First Amended Agreement shall commence and be deemed to be effective as of January 31, 2023 and shall continue thereafter until September 30, 2023. Each term of this First Amended Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this First Amended Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.

Related Agreements

The parties to this First Amended Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this First Amended Agreement do not intend for the terms or conditions of this First Amended Agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.

Relationship of the Parties

The parties to this First Amended Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this First Amended Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this First Amended Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this First Amended Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this First Amended Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this First Amended Agreement to such Emergency Service Organization until which time that the breach is cured.
- C. **Severability.** If any provision of this First Amended 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 First Amended Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this First Amended 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 First Amended Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.
- E. **No Waiver of Immunities.** Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This First Amended Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this First Amended Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this First Amended Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This First Amended Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Williamson County's Right to Audit.** Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this First Amended Agreement and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.
- K. Corporate and Tax Documents.** Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.
- L. Extent And Effect of First Amended Agreement.** As of the Effective Date hereof, this First Amended Agreement shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.
- M. Entire Agreement.** This First Amended Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this First Amended Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this First Amended Agreement.

IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31st day of January, 2023.

**EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY
EXECUTION BLOCKS TO FOLLOW:**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: Adam Bryant

Printed Name: Adam Bryant

Representative Capacity: President

Date: March 15, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

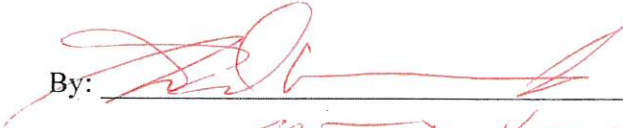
By: James Shofner

Printed Name: James Shofner

Representative Capacity: Chief

Date: January 9, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

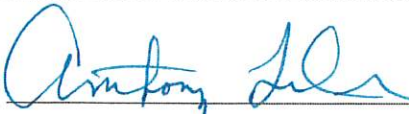
By: 

Printed Name: SCOTT D. KERWOOD

Representative Capacity: FIRE CHIEF

Date: DECEMBER 20, 2022

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

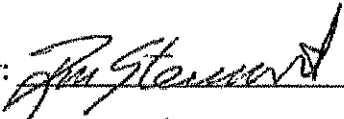
By: 

Printed Name: Anthony Lincoln

Representative Capacity: Fire Chief

Date: January 27, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: 

Printed Name: RON STEWART

Representative Capacity: FIRE CHIEF

Date: 1/18/2023, 20

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

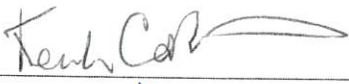
By: Mary Sue Smith Fontenot

Printed Name: MARY Sue Smith Fontenot

Representative Capacity: President Wm. Co. ESD #6

Date: 04/03, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: 

Printed Name: Keith Couch

Representative Capacity: President

Date: February 8, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: 

Printed Name: Michael Garcia

Representative Capacity: President

Date: April 28, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: ROBERT V. AVANT JR

Printed Name:

Robert V. Avant

Representative Capacity: PRESIDENT

Date: 01/10, 20 25

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

By: Jason Willis

Printed Name: JASON WILLIS

Representative Capacity: PRESIDENT

Date: MARCH 21, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

By: Daniel W. Martilotti

Printed Name: Daniel W. Martilotti

Representative Capacity: 5

Date: May 09, 2023

CITY OF CEDAR PARK, TEXAS

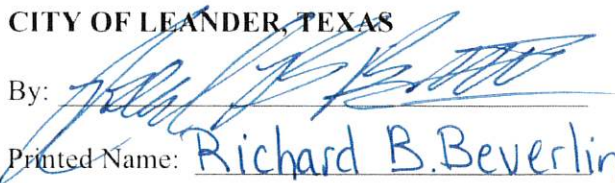
By: 

Printed Name: James Mallinger

Representative Capacity: Fire Chief

Date: January 31, 2023

CITY OF LEANDER, TEXAS

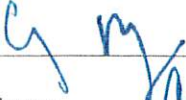
By: 

Printed Name: Richard B. Beverlin, III

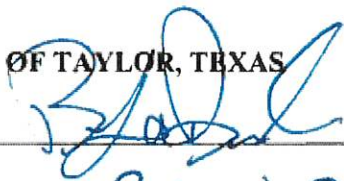
Representative Capacity: City Manager

Date: 2/16, 2023

CITY OF ROUND ROCK, TEXAS

By: 
Printed Name: Craig Morgan
Representative Capacity: Mayor
Date: March 23, 2023

CITY OF TAYLOR, TEXAS

By: 

Printed Name:

Brian LaBorde

Representative Capacity:

City Manager

Date:

2/22, 2023

GRANGER VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

AVERY PICKETT FIRE DEPARTMENT

By: 

Printed Name: John Shelton

Representative Capacity: Secretary

Date: 5/9, 20 23

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__