

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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KNOW ALL BY THESE PRESENTS:

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR FIRE MARSHAL AND FIRE CODE ENFORCEMENT SERVICES BETWEEN
WILLIAMSON COUNTY, TEXAS AND
WILLIAMSON COUNTY EMERGENCY SERVICE DISTRICT NO. 9**

This First Amendment to Interlocal Agreement for Fire Marshal and Fire Code Enforcement Services ("First Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas (the "County"), and Williamson County Emergency Services District No. 9 (the "District"), a political subdivision of the State of Texas.

WHEREAS, the District and County entered into an Interlocal Agreement, dated effective June 13, 2023 (the "Agreement"), setting forth the terms and conditions pursuant to which the County agreed to provide Fire Marshal services and the enforcement of the District's Fire Code throughout the District; and

WHEREAS, the Parties desire to amend the Agreement to further define the obligations of the County and to include compensation to help offset the increased expenses and other associated costs incurred by performing said services under the Agreement;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

- I. Section IV. Obligations of the County of the Agreement shall be amended to include the following:

Additionally, the County shall also conduct all potential arson and fire investigations for the District.

- II. Section V. Obligations of the District of the Agreement shall be amended as follows:

The District agrees to pay to the County an initial amount of Two Hundred Thousand Dollars (\$200,000.00) to include startup expense offset and first year expenses.

For ongoing services to the District excluding Excluded Areas: The District will pay 0.02 (2%) of the net property tax revenues received from Williamson County Tax Assessor Collectors office. The net property tax revenues are the net proceeds from the Districts approved tax rate (less any exemptions).

Payment date will be annually on February 15th. (if the date falls on a weekend or holiday, payment shall be provided on the next business day). From the date a payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law. (if the date falls on a weekend or holiday, payment shall be provided on the next business day). From the date a payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law.

- III. Additionally, the County shall retain all fees, fines, or other remuneration that results from the services provided under this Agreement. The District will establish and comply with operational policies and procedures for providing the Fire Marshal Services to the District that are acceptable to the County, including procedures regarding record keeping, reporting, and plan approvals.
- IV. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- V. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: _____

Date Signed: _____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: Michael Garcia

Michael Garcia, President

04 / 22 / 2025

Date Signed: _____

ATTEST: RP Pudukollu

RP Pudukollu, Secretary

FOR ESD NO. 9, APPROVED AS TO FORM:

Ken Campbell

Ken Campbell, Attorney

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