

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("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, 8, 9 and 10 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 GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR 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

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 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 Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

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 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 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 parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

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 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 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 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 Agreement. Such share of funds shall start on the next scheduled payment.

THRALL VOLUNTEER FIRE DEPARTMENT

By: 

Printed Name: RYAN CARROLL

Representative Capacity: ASST. FIRE CHIEF

Date: 09.06.11, 2011

WEIR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: 

Printed Name: _____

Representative Capacity: _____

Date: 09 14, 20 11