

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY EMERGENCY
SERVICES DISTRICTS FOR DISPATCH SERVICES**

THIS AGREEMENT is entered into between the City of Austin, a Texas home-rule municipal corporation, acting by and through its Fire Department (the "City") and each of the Travis County Emergency Services Districts executing this Agreement, each of which are political subdivisions of the State of Texas operating under Texas Health and Safety Code Chapter 775 (collectively referred to as the "ESDs" and with respect to any one of the ESDs executing this Agreement, an "ESD"), whose signatures are affixed below as of the Effective Date, (all signatories to this Agreement are hereinafter sometimes referred to as the "parties" or singularly as a "party," whether or not capitalized), pursuant to the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791).

FOR AND IN CONSIDERATION of the premises, and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the ESDs agree as follows:

1. Dispatch Services. The purpose of this Agreement is to permit the City, acting by and through the Austin Fire Department ("AFD"), to dispatch firefighters for the delivery of services. Each ESD provides fire protection services, rescue services, medical first response, and other emergency and non-emergency services ("fire services") to areas within its jurisdiction (each a "District Service Area") and to other areas pursuant to interlocal agreements for automatic aid and mutual aid on terms provided in such interlocal agreements. The District Service Area for each ESD is depicted on the maps attached hereto, and incorporated herein, as Exhibit A. Exhibit A may be updated from time to time and incorporated into this Agreement based upon changes in ESD boundaries. The City agrees to provide dispatch services (as hereinafter described) to the ESD in the District Service Areas on a fee-for-service basis, subject to, and in accordance with the terms, covenants, and conditions of this Agreement. As used in this Agreement the term "dispatch" shall mean the process of receiving emergency and non-emergency calls, determining the nature and location of the call, and notifying the ESD to send appropriate equipment and personnel to the site referenced in the call. For clarity, dispatch services provided by the City may include dispatch of an ESD to the District Service Area of another ESD, in conformance with automatic aid and mutual aid agreements and arrangements of which the City has been provided sufficient notice. The ESD having jurisdiction over the District Service Area to which personnel and equipment are dispatched shall be the ESD responsible for payment of the Service Fee (identified below) regardless which ESD(s) may be dispatched by the City.
2. Term and Termination: This Agreement shall be effective on the date of execution by the last Party to sign this Agreement, (the "Effective Date") and the initial term shall remain in effect through September 30, 2026.
 - a) The Agreement will automatically renew for a one-year period (subject to other termination provisions of this Agreement) on October 1st of each successive year ("Renewal Date"), as to each party that does not provide written notice to all other parties of an intention not to renew not later than March 1 prior to the applicable Renewal Date.

- b) The City may notify a party(ies) of its intention not to renew with not less than three hundred sixty-five (365) days written notice to the other party(ies). The notice will occur no later than March 1. If the City timely provides a notice of intention not to renew, an affected ESD shall have the option to extend this Agreement from month to month beginning on the applicable termination date, for up to a total of six (6) consecutive months (the “Extension Period”) by providing written notice to the City of the exercise of such option not later than 30 days prior to the termination date. The termination date under this provision is 365 days (one year) from the City’s notification of non-renewal.
- c) To be eligible to extend this Agreement during the Extension Period, an ESD must not be delinquent in the payment of Service Fees or Special Project Fees due pursuant to this Agreement. An ESD may terminate this Agreement during the Extension Period by providing 30 days written notice of the date of such termination. This Agreement will expire at the end of the Extension Period if not earlier terminated.
- d) The City may terminate its participation in this Agreement for cause, upon not less than one hundred twenty (120) days written notice to the ESDs. If the termination occurs with an ESD due to a payment default that remains uncured for thirty (30) days as indicated in Section 9, a price adjustment for the remaining ESDs shall be triggered by the termination of the ESD(s). The exiting ESD shall pay for services rendered until the time of actual removal of services.
- e) Unless otherwise indicated in this Agreement, an ESD may terminate its participation in this Agreement, with or without cause, upon not less than one hundred twenty (120) days written notice to the other parties.
- f) If a party chooses not to renew this Agreement, that decision has no effect on the validity and continuing applicability of this Agreement on the remaining parties. Should a party choose not to renew this Agreement, its legal responsibilities to and obligation under this Agreement shall cease on the day before the applicable expiration or termination date, except for any financial obligations incurred hereunder prior to non-renewal.
- g) A party’s decision to terminate its participation in this Agreement has no bearing on the validity and continuing applicability of this Agreement to the remaining parties. Should a party exercise its right to terminate for convenience with notice as provided in this Agreement, its legal responsibilities to and obligations under this Agreement shall cease as of the properly noticed termination date, except for any financial obligations incurred hereunder prior to termination.
- h) No later than May 1, 2030, in preparation for October 1, 2030 and the City’s fiscal year (“FY”) 2031, and every ten (10) years thereafter, all parties may review and readopt this Agreement.

3. City Obligations. The City shall provide dispatch services to the District Service Area in the same manner as that provided to the City’s own Fire Department, including, the following services:

- a) Continuously take emergency 911 calls, 24 hours a day, seven days a week, from the District Service Area, in accordance with the AFD Dispatch Protocols.

- b) Staff the AFD Dispatch Center with trained and qualified sworn dispatchers on duty at all times. Their goal is to answer 95% of calls received on emergency lines within 15 seconds.
- c) Incident call processing time is defined as the time interval from when the call is answered at the AFD Dispatch Center until response information begins to be transmitted via voice or electronic means to the ESD's emergency response facilities and emergency response units. The Austin Fire Department Dispatch Center's goal is to have call processing times of no more than 75 seconds for at least 90% of the calls received.
- d) Dispatch the appropriate ESD and other agency units, as pre-determined by the ESD, to emergency incidents reported in the ESD's District Service Area. Units or Companies dispatched will be based upon response plans established by the ESD Fire Chief, or his designee. The ESD may revise its response plans at any time and shall provide a copy of the revised response plans to the City at least thirty (30) days prior to their implementation date. The City must implement and may not object to the revised response plans unless those plans result in increased staffing costs for the City or would prevent the City from complying with the terms of this Agreement. If the City objects to the revised response plans, the City shall give the ESD written notice, and the parties agree to promptly meet to resolve the issues. The City is committed to charging all ESDs using the same service fee calculation method (see Section 7 below). Any changes to ESD response plans will not result in modification of the fee calculation method.
- e) If Fire Dispatch does not receive verification of response from the ESD within one hundred and ten (110) seconds of notice by radio or mobile data computer, the City will attempt to dispatch the next closest, available, and appropriate alternate Unit or Company, from the ESD, or another agency.
- f) Transmit, on designated alert frequencies, all calls for emergency incidents to the ESD.
- g) Monitor the designated channel as call volume allows.
- h) Immediately, or as soon as practical, notify the ESD Fire Chief or ranking on-duty personnel at any time the Dispatch services are inoperable, and advise the ESD of the reasons for inoperability and the expected time the system shall be inoperable.
- i) Provide to the ESD, on request, voice recordings of incidents at no charge. The City has up to five (5) business days to fulfill an ESD request and agrees to maintain all voice recordings for at least one (1) year from the date of the incident, or as otherwise required by the Texas Records Retention Act and schedules adopted thereunder. The City agrees that at the time of providing a voice recording, it will reasonably cooperate in providing any authentication, affidavit of records, or similar measure to ensure the admissibility of the recording in a legal proceeding.
- j) Provide to the ESD, upon request, Special Projects, in accordance with the terms under Section 8 of this Agreement.
- k) Initiate notification to the ESD's designated email or phone number within one minute of radio dispatch.
- l) City Communications and Technology Management ("CTM") Department provides the fire station call alerting equipment and the equipment box to ESDs, but not the peripherals, installation services, and the network connectivity. The call alerting equipment shall be tagged with City asset labels and shall remain the property of City.

- m) Notify the ESD three months prior to the beginning of a fiscal year when City plans to increase dispatch staffing or encumber some other recurring annual expense by more than \$100,000 from the prior year levels.
- n) Notify the ESD when equipment, technology, or license expenses need to be shared in order to allow the City to provide services under this Agreement.
- o) Notify the ESD if there are changes to license providers or updates to licenses necessary.
- p) Negotiate and maintain a standard for providing CAD data to all ESDs.

4. ESD Obligations. The ESD shall respond to the City's dispatch services in the following manner:

- a) Monitor the designated radio frequencies for emergency alerting information. Radio frequencies will be designated by agreement of the parties.
- b) Upon direct notification from the public, respond and immediately notify the City Dispatch Center by radio on the designated radio talk group.
- c) Immediately notify the Fire Dispatch Center by radio or Mobile Data Device of the identity of the ESD's units that are responding to each call, and the times of arrival and departure of the responding units from the emergency scene.
- d) Provide, at the ESD's expense, radios or pagers to all ESD personnel requiring emergency call notification on the appropriate frequency and with the correct programming/setup, as agreed with the City.
- e) Provide the name, email address, telephone and pager number, and/or radio access to a primary and an alternate contact person for the ESD.
- f) Provide the name, telephone number, and address of each fire station or facility where fire units are housed of the ESD.
- g) Be responsible for reviewing the accuracy of their unit resources and capabilities against Computer Aided Dispatch ("CAD") records.
- h) Compensate City for its installation of fire station alerting equipment in the ESD's designated facilities at prevailing CTM Department labor rates and to pay prevailing rates for required software licenses related to the fire station call alerting equipment in the ESD's designated facility(ies).
- i) City strongly recommends each ESD maintain the following standard for communications equipment. Apparatus shall be equipped with a Mobile Data Computer ("MDC"), a mobile radio, a portable radio for each riding position, and a cellular phone. Each station shall have Locution Alerting Equipment (primary), Radio Alerting Equipment (secondary), and a station telephone. **Failure to follow this recommendation may result in Fire Dispatch not being able to notify the ESD of an incident requiring response.**
- j) Maintain and secure alerting equipment as specified by the City, with assistance from City Wireless Office personnel.
- k) Be responsible for software licenses for station alerting and Mobile Data Computers, as specified by the City, with assistance from City Wireless Office personnel.

5. Capital Area Fire Chiefs Communications Committee. The City and ESD agree to participate in the Capital Areas Fire Chiefs (“CAFCA”) Communications Committee. The purpose of this committee is to discuss issues related to dispatch and communications and to encourage standardization and best practices in these areas. While the City and ESD agree that many issues can be prevented or solved by participation on this committee, neither party shall be legally bound by any committee decisions or recommendations.
6. Equipment and Personnel.
 - a) All equipment owned by the City will remain the property of the City.
 - b) All equipment owned by the ESD will remain the property of the ESD.
 - c) Mobile Data Computers shall be maintained in the vehicle of original installation unless a change is coordinated with the Battalion Chief over the AFD Communications Division.
7. Service Fee. In consideration of the services to be provided by the City under this Agreement, the ESD shall pay the City a fee based on a percentage of the AFD Communications Division annual budget that includes personnel salaries and benefits, overtime, and direct costs such as equipment, contracts, fleet, and training related to providing dispatch services under this Agreement. The percentage is calculated using the ESD’s number of calls dispatched by AFD divided by all calls dispatched by AFD and it does not include calls initially dispatched within Travis County by Austin Travis County Emergency Medical Services that are considered “medical” in nature. ESD’s with response jurisdictions extending outside of Travis County will be billed for all calls (fire & medical) that AFD dispatches within those areas. The percentage charged to the ESDs is based on the previous six months of calls dispatched and is considered a service fee.
8. Special Project Fee. The ESD may request additional services from City, including, but not limited to the following: mapping, CAD changes, addition of response plans, CAD paging, and projects requiring assistance from City’s CTM Department (“Special Projects”). For each one-year original and renewal term, City may provide up to two small projects per month at no cost to the ESD. Small project is defined as a project which takes no greater than eight hours to complete. Projects taking greater than eight (8) hours to complete with AFD’s Dispatch or Research and Data Analytics resources or projects requiring assistance from CTM and multiple projects in the same rolling three-month period which exceeds twenty-four (24) hours shall be charged to the ESD. A project scope of work shall be negotiated for each project and a fee of one-hundred and fifty dollars (\$150) per hour (“Special Project Fee”) shall be charged to the ESD. The fee per hour for Special Projects will be reviewed annually and increased if needed. City shall provide written notice to all parties before thirty (30) days of any increase in the Special Project Fee. Work on the Special Project(s) shall not begin until City notifies the ESD and the ESD accepts the project scope, including the estimated cost of the Special Project(s) in writing.
9. Billing and Payment. In consideration of the services provided under this Agreement, the ESD shall pay Service Fees and Special Project Fees to the City semi-annually on terms and conditions provided herein. Service Fees are determined based on the number of calls dispatched in the District Service Area in the preceding semi-annual service period. Semi-annual service periods will run from April 1st to September 30th and October 1st to March 31st, and the Service Fee and Special

Project Fee payment shall be due on or before the 30th day of the month that follows the last day of a service period.

The City and ESD shall open and read all communications from the City in a manner which ensures timely receipt of invoice and payment of the Service Fee and Special Project Fees.

In addition to any other rights or remedies available to the City under this Agreement or at law or in equity, the City may suspend performance of dispatch services upon thirty (30) days' prior written notice to the ESD if the ESD fails to timely pay Service Fees and Special Project Fees when due and fails to make such payment before the expiration of the 30-day notice period.

The ESDs shall pay all proper invoices within 30 calendar days of the ESD's receipt of the deliverables or of the invoice, whichever is later. If the ESD does not timely pay, interest shall accrue on the unpaid balance at the rate specified in Texas Government Code § 2251.025.

However, if the ESD does not timely pay for a reason for which the ESD may properly withhold payment under law or the terms of this Agreement, then interest shall not accrue until ten calendar days after the parties have resolved the grounds for withholding payment.

10. Current Funds. Each party's monetary obligations hereunder are payable only and solely from current revenues appropriated and available for the performance of such obligation. Each party agrees to promptly notify the other party in writing if its governing body fails to appropriate sufficient funds in any fiscal year to perform its obligations under this Agreement. Failure to appropriate sufficient funds shall be an event of default for which the other party may terminate this Agreement upon forty-five (45) days' prior written notice.
11. Compliance with Law. Each party shall comply with all State, Federal, and local statutes, laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.
12. Records and Reports. The City shall make CAD records of each incident dispatched under this Agreement electronically accessible to the ESD. For each call dispatched under this Agreement, the City shall record (1) the time of the notification of the emergency, (2) the time of the dispatch of the call, (3) the identity and time of response of the ESD Units responding to the call, (4) the time of the arrival of the first responding ESD Unit, and each subsequent ESD Unit at the emergency scene, (5) major "benchmark" events associated with the incident, (6) the time that ESD Units report "clear" from the incident scene. The City shall be excused from its obligations under this section to the extent that the ESD fails to provide the necessary information to the City's Dispatch Center. The City shall provide the ESD a semi-annual summary of all ESD call totals and associated dispatch call answering and processing times upon request.

As used in this Section, "Unit" means a vehicle and assigned personnel of the ESD with a pre-arranged CAD designation.

13. Indemnification.
 - a) TO THE EXTENT ALLOWED BY TEXAS LAW, THE CITY AND ESD AGREE THAT EACH IS RESPONSIBLE TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY

OF THE CITY OR ESD FOR ITS OWN PROPORTIONATE SHARE OF LIABILITY FOR ITS NEGLIGENT ACTS AND OMISSIONS FOR CLAIMS, SUITS, AND CAUSES OF ACTION, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED TO THIS AGREEMENT OR THE PROVISION OF DISPATCH SERVICES BY THE CITY OR ESD UNDER THIS AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, PROVIDED THAT THE EXECUTION OF THIS AGREEMENT WILL NOT BE DEEMED A NEGLIGENT ACT.

- b) IT IS EXPRESSLY UNDERSTOOD THAT THE CITY AND THE ESD DO NOT WAIVE, AND SHALL NOT BE DEEMED TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO THEM AGAINST CLAIMS ARISING IN THE EXERCISE OF THEIR GOVERNMENTAL POWERS AND FUNCTIONS, OR THAT MIGHT OTHERWISE BE AVAILABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. NEITHER PARTY SHALL BE RESPONSIBLE FOR CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF THE OTHER PARTY.
- 14. Claims. In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the ESD arising out of or concerning this Agreement or the performance of Dispatch services hereunder, the ESD shall give written notice thereof to the City within ten (10) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and approximate hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the City of Austin Law Department, City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and the City Fire Department. In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the City arising out of or concerning this Agreement or the performance of Dispatch services hereunder, the City shall give written notice thereof to the ESD within ten (10) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and approximate hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be in writing and shall be sent by first class mail, certified mail, commercial courier service, or delivered in hand, to the ESD and the Chief of the ESD service provider at the address listed in Section 19.

15. Insurance.

- a) The ESD shall obtain and maintain in full force and effect throughout the term of this Agreement comprehensive commercial general liability insurance for the protection of each respective party from claims of third parties arising under or concerning this Agreement or the performance of Dispatch services hereunder. Insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. The ESD shall not cause any insurance

to be canceled nor permit any insurance to lapse during the term of this Agreement or as required in the Agreement. The policy shall have minimum limits of coverage for bodily injury or death, and for injury to or destruction of property, equal to the maximum amount of money damages for which the party may be liable under Texas Civil Practice and Remedies Code §101.023, as amended. The policy shall contain the following provisions:

- 1) Blanket contractual liability coverage for liability assumed under this Agreement;
- 2) Medical expense coverage with a limit of \$5,000 any one person;
- 3) The policy shall include endorsements in favor of City: waiver of subrogation, thirty days' notice of cancellation and the City listed as an additional insured.

b) City is a political subdivision incorporated under the laws of the State of Texas. As a political subdivision, the City is authorized to administer a workers' compensation and third-party liability insurance through a self-insurance program. As a self-insured entity, City does not purchase commercial insurance or pay insurance premiums for claims against City and its employees acting in their official capacity. The City's Law Department administers the self-insurance program. When the City receives notice of a claim for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties, that claim is reviewed and processed per the requirements found in the Texas Workers Compensation Act (Section 401) and the Texas Tort Claims Act. The City shall maintain such self-insurance coverage as required under both the Texas Workers Compensation Act (Section 401) and the Texas Tort Claims Act. Upon request by a party, City shall provide evidence of self-insurance.

c) Nothing in this Section shall be construed to limit or modify the obligations of the parties to provide insurance policies and coverages under other agreements between the ESD and the City, including, if applicable, an Agreement for First Response and Fire Protection Service.

16. Limitation of Liability. Citing Texas Government Code Section 791.006(a-1), the parties agree that, for purpose of determining civil liability for non-party claims, the act of any person or persons while performing dispatch services, fighting fires, providing rescue services, providing first response medical first response services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including liability on the basis of negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorney's fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described by this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

17. Force Majeure. The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include, without limitation: Acts of God; strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil

disturbances, wars, riots or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike against its will.

18. Relationship of the Parties.

- a) The parties expressly acknowledge and agree that City and ESD are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the ESD or gain any rights against the ESD under the ESD's personnel policies. No employee of the ESD shall be considered an employee, agent or representative of the City or gain any rights against the City under the City's personnel policies.
- b) It is the intention of the parties that the City act as an independent contractor to the ESD in its provision of dispatch services hereunder, and no other relationship be created. Nothing in this Agreement is intended, or shall be construed, to create a joint venture or partnership, or to render either party hereto liable for any obligation of the other.

19. Notices. Correspondence, notices and invoices shall be in writing and shall be sent by first class mail, certified mail, commercial courier service, or delivered in hand, to the other party at the address listed below, or at such other address as a party may from time to time designate in writing. If notice is sent by email, the City and ESD shall open and read all communications within a reasonable amount of time and delivery shall act as proof of the notifications. All notices, correspondence or invoices shall be effective upon receipt, or if refused, on the date of attempted delivery.

CITY

City Attorney City Hall 301 West 2nd Street, 4th Floor Austin, Texas 78701	Fire Chief Austin Fire Department 4201 Ed Bluestein Blvd Austin, Texas 78721
---	---

Travis County ESD Addresses

ESD #	Board President Address	Fire Chief Address
1	Mark Evert 20624 FM 1431, Suite 5 Lago Vista, Texas mevert@traviscoesd1tx.gov	Donny Norman 20624 FM 1431, Suite 5 Lago Vista, Texas 78645 dnorman@traviscoesd1tx.org
2	Rico Reyes 203 E. Pecan Street Pflugerville, Texas 78660 rreyes@pflugervillefire.org	Nick Perkins 203 E. Pecan Street Pflugerville, Texas 78660 NPerkins@PflugervilleFire.org
3	Edd New 4111 Barton Creek Blvd.	J.J. Wittig 4111 Barton Creek Blvd.

	Austin, Texas 78735 enew@oakhillfire.org	Austin, Texas 78735 jwittig@OakHillFire.org
5	Reed Boyd P.O. Box 1239 Manchaca, Texas 78652 rboyd@tcesd5.org	Chris Barron P.O. Box 1239 Manchaca, Texas 78652 CBarron@tcesd5.org
6	Shiloh Newman 15304 Pheasant Lane Lakeway, Texas 78734 snewman@ltfr.org	Robert Abbott c/o Sharon Smith, CPA Chief Financial Officer Travis County ESD No. 6/Lake Travis Fire Rescue PO Box 340196 Lakeway, Texas 78734 RAbbott@LTFR.org
8	Debra Opdahl 801 Bee Creek Road Briarcliff, Texas 78669 debra.opdahl@pedernalesfd.org	Tony Haden 801 Bee Creek Road Briarcliff, Texas 78669 Tony.Haden@PedernalesFD.org
9	Virgil Flathouse P.O. Box 162170 Austin, Texas 78716-2170 Flatpat11@gmail.com	David Wilson P.O. Box 162170 Austin, Texas 78716-2170 DWilson@WestlakeFD.org
10	Glen Reid 353 S. Commons Ford Rd. Austin, Texas 78733 greidone@gmail.com	Buddy Crain 353 S. Commons Ford Rd. Austin, Texas 78733 bcrain@tcesd10.org
11	Jerry Staton P.O. Box 1043 Del Valle, Texas 78617 artt645@att.net	Ken Bailey P.O. Box 1043 Del Valle, Texas 78617 ken.bailey@traviscountyfire.org
12	Jesse Arellano P.O. Box 846 Manor, Texas 78653 jarellano@tcesd12.com	Chris McKenzie P.O. Box 846 Manor, Texas 78653 cmckenzie@tcesd12.com
14	Lonnie Moore 15406 FM 2769 Volente, Texas 78641 lmoore@esd14.org	Robert Zimmerman 15406 FM 2769 Volente, Texas 78641 RZimmerman@VVFD.net
BTCESD1	Larry Moseley P.O. Box 852 Elgin, Texas 78621 lmoseley@nbcfr.com	Chris Botello P.O. Box 852 Elgin, Texas 78621 cbotello@NBCFR.com

20. Warranty of Authority. Each party warrants and represents to the other that the person signing this Agreement on its behalf has been duly authorized and empowered to do so, that its governing

body has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of such party.

21. Miscellaneous.

- a) This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof and supersedes and replaces any prior agreement related to the dispatch of emergency services for fire services, between any of the ESD parties and the City upon execution; and there shall be no modification or waiver hereof except by writing, signed by both parties.
- b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns; provided however, that neither party may assign this agreement or subcontract the performance of dispatch services hereunder, in whole or in part, without the prior written consent of the other party.
- c) No failure or delay on the part of a party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights and remedies under this agreement are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.
- d) If any section or part of this Agreement is declared invalid by any Court of competent jurisdiction, such decree shall not affect the remainder of this Agreement, and such shall remain in full force and effect with the deletion of the part declared invalid.
- e) All disputes which may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the parties hereunder, or respecting any performance or failure of performance by either party hereunder, shall be governed by the laws of the State of Texas. Venue shall be proper and shall lie exclusively in Travis County, Texas.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized representatives on the date indicated below.

Executed:

SIGNATURE LINES

Jurisdiction	Title	Printed Name	Signature & Date (in audit log)
City of Austin	Deputy City Manager		
ESD 1	Board President		
ESD 2	Board President		
ESD 3	Board President		
ESD 5	Board President		
ESD 6	Board President		

ESD 8	Board President		
ESD 9	Board President		
ESD 10	Board President		
ESD 11	Board President		
ESD 12	Board President		
ESD 14	Board President		
BTCESD01	Board President		