

WHEREAS, THE CITY represents and warrants that it is in full compliance with any and all local, federal, and state laws applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas.

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I DEFINITIONS

Section 1.01 Findings of Fact - The DISTRICT and THE CITY find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions - The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT - Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT - Shall mean an act or circumstance by either party to this contract, which violates or results in material, uncured non-compliance with this Contract or any provision herein.

CONTRACT - This Contract, including exhibits thereto, and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES - District policies **if any**, provided in writing to City by District prior to execution of this Contract and in effect on the date the contract is signed by both parties.

THE CITY - The **CITY OF EVERMAN** is home rule municipality of the State of Texas, duly organized and existing under the laws of the State of Texas.

DISTRICT - TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1, A political subdivision of the State of Texas was created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY - A circumstance of urgent necessity requiring immediate action to protect health, safety and welfare or property of the public and commercial interests within the Service Area.

EMERGENCY SERVICES - Activities which are required for and related to the control and extinguishment of fires and the providing of service as a "Emergency

Medical Services Provider" as defined by Chapter 773, Texas Health and Safety Code; May also include other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of THE CITY to provide specialized services in addition to those required above.

EQUIPMENT- Firefighting vehicles and emergency equipment that are reasonably required to provide fire extinguishment and emergency services in the service area by THE CITY pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more Fire Departments to respond to formal requests for assistance under specific conditions. May include an on-scene or responding primary Fire Department call for assistance that has not been pre- arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the primary service area as described in **Appendix A** attached hereto and incorporated herein for all purposes.

Section 1.03 Construction of Terms - In this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II REPRESENTATIONS

Section 2.01 District's Representations - The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT has, by proper action, duly authorized the execution and delivery of this contract.
3. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 The City's Representations - THE CITY hereby makes the following representations and warranties as the basis for the undertakings on the part of THE

CITY herein contained:

1. THE CITY, is a duly created and existing home rule municipality of the State of Texas and has authority to enter into this Contract and the transactions contemplated hereunder and to carry out its obligations hereunder.
2. THE CITY, has, by proper action, duly authorized the execution and delivery of this Contract. THE CITY shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder and/or Ambulance Transport Emergency Medical Services.
3. THE CITY is expected to respond to a minimum of 80% of the calls for assistance that it is dispatched to in its primary contracted response area each month.
4. A turnout time of 90 seconds or less on 90% or more of responses within the primary contracted response area is expected.
5. If during any one month period, THE CITY is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with THE CITY Fire Chief or representative and make recommendations to improve response capabilities.
6. Beginning with the second month and for each additional month that THE CITY fails to respond to more than 20% of the calls for assistance in their jurisdiction, THE CITY's quarterly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the city or cities that were the primary responder on each call.
7. Without verifiable justification of extenuating circumstances, failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract if a solution that is agreeable to both parties cannot be reached.
8. THE CITY warrants and represents that it shall comply in good faith with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to THE CITY and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted THE CITY and DISTRICT policies currently in effect.

9. THE CITY shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verification.
10. THE CITY shall ensure that all personnel entering into IDLH atmosphere must possess a minimum of Basic Firefighter certification through the Texas Commission Fire Protection (TCFP). No person shall enter these areas without the above certification under any circumstances. Annual training requirements must be met to maintain certifications in active status.
11. THE CITY shall ensure that personnel responding to Emergency Medical calls have the following Certifications/License:
 - Current Texas Department of State Health Services (DSHS) for ECA/EMR or EMT or EMT-Advanced or EMT-Paramedic or Licensed Paramedic
 - Documentation of completed and passed current Medical Protocol Test and Skills Proficiency Test.
 - Proctors for testing shall be authorized by The City's Medical Director.
 - All members shall adhere to the Provider's Medical Director's emergency medical protocols.
12. THE CITY warrants that the Fire Chief and Assistant Chief if applicable, have the following certifications:
 - Head of Department (Fire Chief)
 - Intermediate or higher Firefighter Certification
 - ICS 100 - 400 and ICS 700 & 800
13. THE CITY shall ensure that at least 100% of all personnel participating in emergency operations have completed a minimum of 20 hours of training approved by TCFP, for the previous 12-month period beginning November 1st of the contract year and ending October 31st of the pending contract year.
14. All additional response requirements and ESD expectations can be found in **Appendix B** attached hereto and incorporated herein for all purposes.

Section 2.03 Joint Representations – Neither the DISTRICT or THE CITY, including their respectively elected officials, has any prohibited conflicting interests, financial, employment or otherwise, in the transactions contemplated hereby, other than as a

resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the governing body of THE CITY or THE DISTRICT shall be an interested party or a party which benefits from any conduct of business by THE CITY or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should THE CITY or THE DISTRICT or any member of the governing body of either or any other responsible person believe a party or person governed by the Contract is violating this provision, the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III SERVICES TO BE PROVIDED

Section 3.01 General - During the term of this Contract, which shall be from October 1, 2025 to September 30, 2026 (the "Initial Term"), THE CITY agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week as follows:

Section 3.02 Non-Exclusive Agreement - THE CITY and the DISTRICT hereby acknowledges and agrees that the CITY's primary responsibilities are to its assigned Service Area. The DISTRICT acknowledges that THE CITY may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits - THE CITY agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is THE CITY'S sole responsibility to renew and maintain its status as a "Emergency Medical Services Provider" as defined by Chapter 773, Texas Health and Safety Code. Upon written notification by DISTRICT to CITY of a violation of this section 3.04, the DISTRICT will temporarily retain and withholding of all payments by the DISTRICT to THE CITY until the problem is corrected and, if the default is not corrected within ninety (90) days, the DISTRICT may terminate this Contract, at which time it will release all payments that were being temporarily retained and withheld.

Section 3.04 Maintenance and Operation - During the term of this Contract, the DISTRICT shall have no responsibility or liabilities whatsoever for operating any equipment by which Emergency Services are provided by THE CITY. Such responsibilities belong **solely** to THE CITY. Maintenance and repair of all equipment owned by THE DISTRICT and operated by THE CITY shall be handled in accordance with **Appendix C** attached hereto and incorporated herein for all

purposes.

Section 3.05 Liaison - The City Manager, Administrator of Record (Sec 773.05711) or designee, shall be the liaison with the DISTRICT. The Executive Director from the DISTRICT shall be the liaison with the CITY.

Section 3.06 Independent Contractors: Personnel of The City- The parties specifically agree that, as governmental units contracting under chapter 791 for the furnishing or obtaining of services of a fire department, the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that would arise from the furnishing of those services. In accordance with Section 791.006 (a) of the Texas Government Code.

Section 3.07 Automatic Aid –THE CITY agrees, subject to availability of personnel and equipment, to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. THE CITY further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.08 ISO Rating - In order to accomplish a County-wide ISO rating improvement, THE CITY agrees that all of its apparatus shall be equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance - THE CITY agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. THE DISTRICT and THE CITY agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. THE DISTRICT and THE CITY agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for

any and all risks that may be necessary in its operations as a municipal government or an emergency services organization.

3. Each insurance policy provided for in this Contract shall be in the name of THE CITY and/or THE DISTRICT, as appropriate, as the named insured.

Section 4.02 Workers' Compensation Coverage - THE CITY shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from THE CITY'S performance under this contract THE CITY recognizes that the DISTRICT has no responsibility to furnish this coverage, and THE CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, THE CITY will be considered in breach of contract. All payments made by the DISTRICT to THE CITY shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Immunity - It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or THE CITY waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement.

ARTICLE V OBLIGATIONS OF THE DISTRICT

Section 5.01 Payment by The District-

1. Payment for Services -. The DISTRICT shall annually compensate THE CITY (1) for firefighting services provided by THE CITY in the amount of \$ **203,600** payable in quarterly installments of \$ **50,900** on or before the 25th of the month after the end of a fiscal year quarter and (2) for Emergency Medical Services provided in the amount of \$ **71,867** payable in quarterly installments of \$ **17,967** on or before the 25th of the month after the end of a fiscal year quarter. The DISTRICT may terminate this agreement for nonappropriation of funds, provided, however, that the DISTRICT will be required to make all payments due to CITY for firefighting and/or emergency medical services already provided by CITY as of the date of receipt by CITY of the written notice of termination.

2. Advance Funding Annual Flat Rate Payment – In addition to the payments set forth in section 5.01, subsection 1 above, the DISTRICT will also pay to The CITY a flat rate payment of \$25,000, by October 31st of every fiscal year during the term (Initial Term or any Renewal Term) of this Contract.

3. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to THE CITY are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and THE CITY, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property of THE CITY, except for that real or personal property purchased by DISTRICT and with DISTRICT Funds.

ARTICLE VI ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by THE CITY or the DISTRICT, in whole or in part without obtaining the prior **written** consent of the other party. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended by mutual agreement so that the payments may be adjusted accordingly. It is understood and agreed between the parties that the DISTRICT may not modify the Service Area of THE CITY without THE CITY'S approval.

ARTICLE VII MISCELLANEOUS

Section 7.01 Inspection of Equipment –

1. The District or its agent has the right to inspect the equipment and/or records of THE CITY relating to the firefighting and/or emergency medical services equipment of THE DISTRICT upon provision of at least three business days notice of intent to inspect.

2. In the event that the proper records are not available, or the inspection reveals that the equipment is not in operating condition THE CITY will authorize a re-inspection

by the DISTRICT within fifteen (15) days.

3. The Parties agree that clerical/reporting issues alone with regard to records shall not constitute a breach of this Contract if, after written notification to City regarding the issue, the issue is corrected within fifteen (15) days.
4. In the event the equipment is not in operating condition during the re-inspection, the DISTRICT may temporarily retain/withhold all payments by the DISTRICT to THE CITY, with those payments being paid when the equipment returns to operating condition.

Section 7.02 Out of Service Apparatus and Equipment - THE CITY shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service THE CITY will notify Fire Dispatch.

Section 7.03 Reports and Other Information -

1. THE CITY shall maintain accurate, up to date records in their RMS for personnel, apparatus, training, and incidents.
2. THE CITY shall complete a basic incident report in RMS within 24 hours of completion of each of THE CITY's emergency responses into the contracted service area. Reports shall be a complete, thorough, accurate description of actions taken by The City's personnel and shall include an appropriate narrative(s) section.
3. By the tenth of each month, THE CITY shall submit to TxFIRS and/or NFIRS or NERIS via the RMS, the previous month's incident reports.
4. THE CITY must provide the DISTRICT with statistical response reports upon request for the verification of submitted response data.
5. THE CITY shall submit to the DISTRICT, **upon request**, the contracting cities' most recently completed audit for the fiscal year.

Section 7.04 Identification- THE CITY shall ensure that each of its members has uniform name and rank marking and/or a department identification card when operating at incidents within THE DISTRICT.

Section 7.05 Term of Contract - This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2025 and ending at 12:00 midnight on September 30, 2026. The contract shall not be renewed but may be extended, under its original terms, by mutual written agreement of the parties for a period not to exceed ninety (90) days. It is understood by THE CITY and

DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2026.

Section 7.06 Termination of Contract by Mutual Agreement –

1. This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation, or for non-payment of funds by the DISTRICT, or as otherwise allowed hereunder.
2. If either party elects to terminate this agreement, a 60-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement.
3. If the Contract is terminated for any reason by either party, THE CITY understands that it will receive compensation under this Contract for all services provided up until the effective date of termination but not beyond.

Section 7.07 Termination of Contract for Breach –

1. This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 herein which remains uncured at the end of any provided cure period or, if no cure period is provided, at the end of 30 days following written notice as provided herein.
2. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.09 hereof.
3. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.
4. In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.09 hereof.
5. If the Parties remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may, by mutual agreement, be determined by binding mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and THE CITY.

Section 7.08 Rights on Termination - To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination.

Section 7.09 Notices –

1. All notices, certificates, or other communications hereunder shall be deemed delivered three (3) business days after deposit into the U.S. Mail, first class postage pre-paid and addressed as set forth below or on the date sent by proven facsimile or by e-mail with verification of receipt.
2. For a notice of breach of contract, the notice shall be deemed delivery when a return receipt is signed for the notice which is sent by U.S. certified mail, with a signed, return receipt requested, addressed as follows:

If to the **DISTRICT**:

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO.1
4900 River Oaks Blvd.
River Oaks, TX 76114

If to the **THE CITY**:

City of Everman
Attn: City Manager
212 N. Race Street
Everman, Texas 76140

The DISTRICT or THE CITY may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect - This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and THE CITY, and their respective successors and any permitted assigns.

Section 7.11 Severability - In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart - This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which

shall constitute but one in the same instrument.

Section 7.13 Captions - The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship - Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. By entering into this Contract, neither the CITY nor the DISTRICT waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation.

Section 7.15 Governing Law - The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas.

Section 7.16 Enforcement –

1. In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity.
2. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in TARRANT County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in TARRANT County, Texas.
3. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or THE CITY is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney fees, incurred therein.

Section 7.17 Force Majeure - To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, weather, equipment failures, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms - The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

(Signature pages to follow)

In witness thereof, the DISTRICT and THE CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2025.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT #1
4900 River Oaks Blvd.
River Oaks, TX 76114

By: _____

Donnie Davis, President

Sworn and subscribed to me this _____ Day of _____, 2025.

SEAL:

Notary Public, State of Texas

ATTEST:

BY: _____
Richard Casarez, Secretary

Sworn and subscribed to me this _____ Day of _____, 2025

Notary Public, State of Texas

SEAL

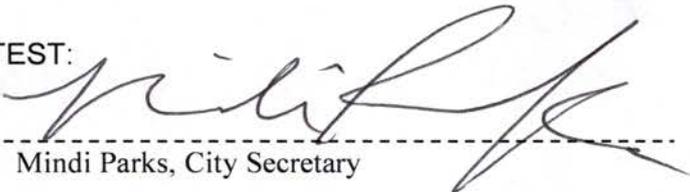
In witness thereof, the DISTRICT and THE CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first signed by all of the parties hereto.

Signed this 10 Day of January, ²⁰²⁴~~2025~~.

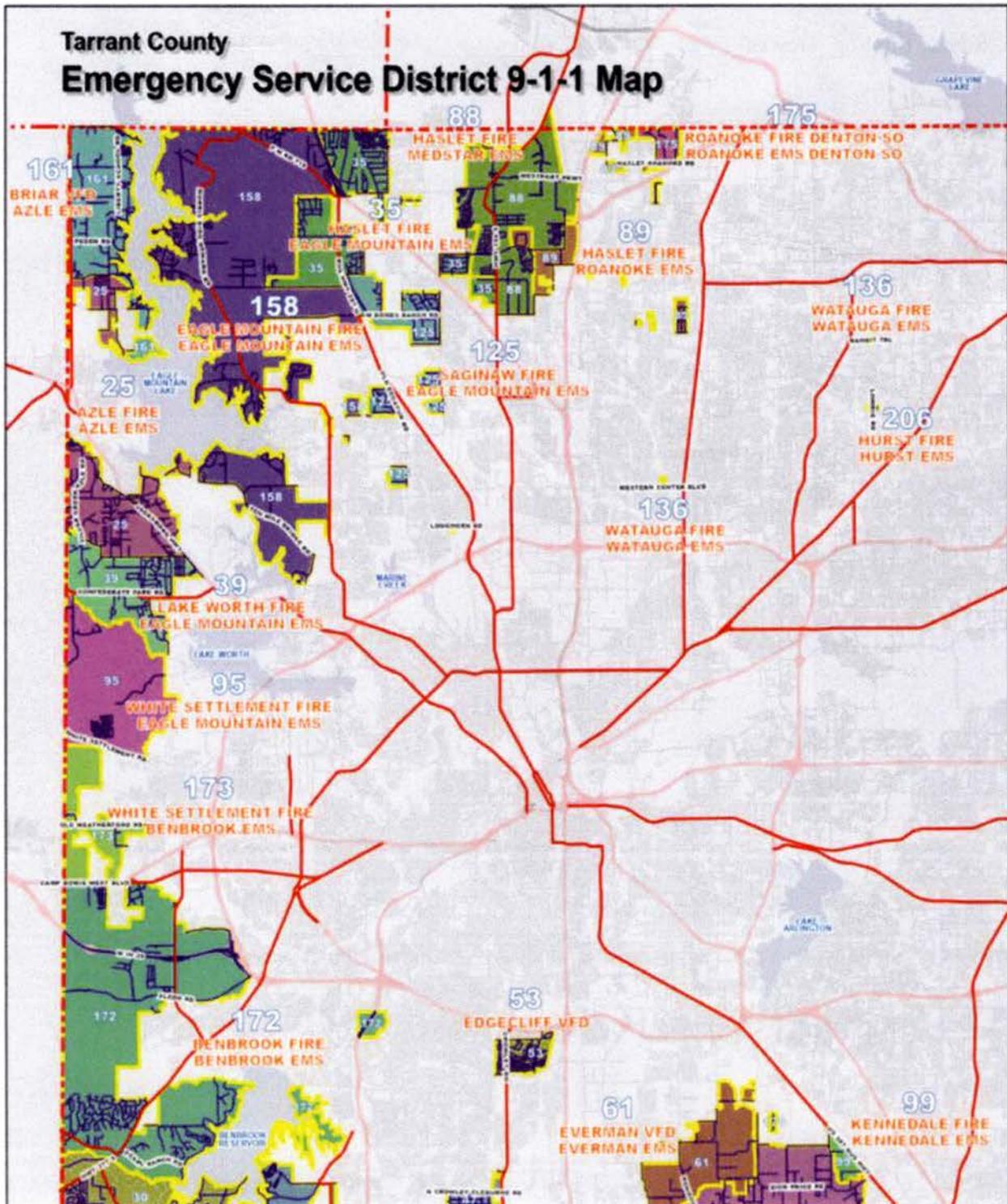
CITY OF EVERMAN

BY: 

Craig Spencer, City Manager

ATTEST: 
BY: -----
Mindi Parks, City Secretary

Appendix A



Appendix B

Funding Mechanism, Response Expectations, and Response Reporting

The following information is meant to provide contract departments with a better understanding of the proposed FY 2026 funding mechanism and expectations of each department in the service to the Tarrant County Emergency Services District 1 community:

Fire Response/EMS First Response Funding:

- The funding model is the \$25,000 initial payment annually in October, followed by \$1,300/fire incident for all fire responses in the provider's primary ESD response area.
- Fire responses include all types of fires, investigations, major accidents, Haz Mat related incidents, and technical rescues.
- In the event of a large-scale incident of any nature lasting more than six hours, all responding departments will receive a stipend of \$1,000 to offset expenses for an incident of this nature.
- Emergency medical incidents of priority 1 or 2 nature (life threatening or potentially life threatening) as determined by emergency medical dispatch will be funded at a rate of \$350 per incident for one Basic Life Support first response unit with at least two medically certified (ECA or greater) personnel. Advanced Life Support first responses will be funded at \$500 per incident with the same minimum staffing requirements.
- Service call responses such as lift assists and welfare checks will be funded at \$350 per incident.
- Cancellations while enroute, no incident found, deceased on scene, and similar type responses will be funded at \$250 per incident.
- Community activities such as smoke detector installs, PR event attendance, and the like do not qualify for funding from the ESD. Attendance to these events or situations is at the sole discretion of Department leadership.
- Monthly reports that summarize all responses by type (form will be provided) will be required prior to issuance of quarterly payments.

EMS Transport Funding:

- Ambulances responding to the transport of sick or injured parties will be paid at a rate of \$750 per transport.

- Incidents requiring transport services from more than one ambulance will be paid at the same \$750 rate for transport.
- There will be no additional fee paid if more than one patient is transported in the ambulance at the same time.
- Transport refusals at the patient's discretion will be paid at a rate of \$400.
- If an ambulance is cancelled while still responding to an incident, a fee of \$250 will be paid to the responding agency.
- Monthly reports that summarize all responses by type (form will be provided) will be required prior to issuance of quarterly payments.

ESD Expectations:

- The only response expectation of ESD leadership is that a single properly staffed and equipped fire apparatus or ambulance will respond with the appropriate minimum staff of certified personnel.
- There is no expectation of a multi-unit response from one jurisdiction. Larger incidents requiring multiple units will be handled using mutual aid units as outlined in the CAD response plans for each designated area.
- For the purposes of this document, the following minimum staffing guidelines are in place:
 - Brush or Rescue including EMS First Response – two certified personnel with current fire and EMS certification.
 - Fire Engine, Aerial Ladder, or Water Tender/Tanker functioning as an Engine – Three certified personnel with current fire and EMS certification.
 - Water Tender/Tanker for water supply/shuttle only – one certified person with current fire and EMS certification.
- Sending multiple units from one responding agency is solely at the discretion of the responding Department's leadership. No additional compensation will be provided in these instances.
- All incidents within Tarrant County ESD 1 territory are to be handled via communication with the Tarrant County Regional Communications Center (TCRCC).
- It is the responsibility of each contract department to ensure a process is in place to collect response data in the format required by the ESD (form provided) for the purposes of validating responses for quarterly payments.
- Completion of the provided form for response documentation will be the primary means of response tracking. In the event of any concerns involving responses and/or response

types, detailed department incident reports will be requested to validate response data. As a secondary redundancy, dispatch information for incidents may also be requested.

Fire Funding Worksheet

Month	Fires, MVA's, Rescues	Fee	ALS First Response	BLS First Response	Fee	Service Incidents	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0			\$0		\$0		\$0	0	\$0
November		\$0			\$0		\$0		\$0	0	\$0
December		\$0			\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0			\$0		\$0		\$0	0	\$0
February		\$0			\$0		\$0		\$0	0	\$0
March		\$0			\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0			\$0		\$0		\$0	0	\$0
May		\$0			\$0		\$0		\$0	0	\$0
June		\$0			\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0			\$0		\$0		\$0	0	\$0
August		\$0			\$0		\$0		\$0	0	\$0
September		\$0			\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0

EMS Funding Worksheet

Month	Ambulance Transports	Fee	No Transport	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0		\$0		\$0	0	\$0
November		\$0		\$0		\$0	0	\$0
December		\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0		\$0		\$0	0	\$0
February		\$0		\$0		\$0	0	\$0
March		\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0		\$0		\$0	0	\$0
May		\$0		\$0		\$0	0	\$0
June		\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0		\$0		\$0	0	\$0
August		\$0		\$0		\$0	0	\$0
September		\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	\$0	0	\$0	0	\$0

Appendix C

Fire Equipment Maintenance and Repair

Tarrant County Emergency Services District #1 (TCESD #1) provides water tenders and/or brush trucks to many contracting agencies. These apparatuses are owned and insured by TCESD #1, but contract cities are permitted to use these vehicles within their own communities and in service to their mutual aid partners as well. Therefore, maintenance and repair of these vehicles will be shared between TCESD #1 and the contracting cities. The following is a breakdown of the responsible party for various maintenance and repair situations.

TCESD #1 Responsibilities for Maintenance & Repair:

- (1) Annual comprehensive preventative maintenance service
- All unexpected repairs that are over \$500
- Replacement of tires every two years
- Annual pump testing
- Repair or replacement of TCESD #1 provided loose equipment items

Contract Municipality Responsibilities for Maintenance & Repair:

- All light bulbs, added operating fluids, windshield wipers, and any other minor maintenance items
- Unexpected repairs that are less than \$500
- Repair of flat tires or damage to a tire requiring singular replacement
- Annual hose and ladder testing if applicable
- Repair or replacement of any Contract Municipality provided loose equipment items