

## **TERMINATION AGREEMENT REGARDING SOUTHEAST COLLIN COUNTY EMS COALITION AGREEMENTS AND MUTUAL RELEASE**

This TERMINATION AGREEMENT AND MUTUAL RELEASE ("Termination Agreement") is made and entered into by and among the County of Collin ("Collin County"), the City of Lavon, Texas ("Lavon"), the City of Parker, Texas ("Parker"), the Town of Saint Paul, Texas ("St. Paul"), and the City of Wylie, Texas ("Wylie"), each of said cities being a municipal corporation organized and operating under the laws of the State of Texas (collectively referred to as the "Governmental Entities" or singularly as a "Governmental Entity"), and acting by and through their authorized representatives.

WHEREAS, in 2008, the Governmental Entities, the City of Lucas, Texas and the City of Murphy, Texas agreed to form and participate in the Southeast Collin County Emergency Services Coalition ("Coalition"); and

WHEREAS, the City of Lucas, Texas and the City of Murphy, Texas subsequently terminated their participation in the Coalition leaving the Governmental Entities as the sole remaining participants in the Coalition; and

WHEREAS, the Coalition members, including the Governmental Entities, have entered into several agreements with one another and other third parties from time to time for the purposes of contracting for and/or providing for regional emergency medical services; and

WHEREAS, each of the Governmental Entities now desire to terminate their respective participation in the Coalition and to terminate all outstanding agreements and other obligations among them concerning the Coalition and its activities, as set forth below; and

WHEREAS, each of the Governmental Entities agree that the Coalition itself does not own or claim ownership of any property of any kind and that any property operated or used for the benefit of or by the Coalition is owned by a Governmental Entity free and clear of any claims or rights of any other Governmental Entity or the Coalition itself.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Governmental Entities agree as follows:

1. Termination of the Coalition and All Outstanding Agreements and other Obligations. Effective as of the Effective Date (hereinafter defined) of this Termination Agreement, (a) the Coalition is hereby terminated; (b) the Governmental Entities for themselves and their respective successors and assigns acknowledge and agree that all outstanding agreements and other obligations concerning the Coalition and its activities are hereby released and shall be of no further force or effect, including but not limited to the following: (i) Constitution and Bylaws of the Southeast Collin County Emergency Services Coalition (undated); (ii) Interlocal Cooperation Agreement for Emergency Medical Services Coalition dated October 14, 2008; and (iii) Interlocal Cooperation Agreement for Emergency Medical Services Coalition dated October 1, 2014; and (c) each Governmental Entity hereby releases the other Governmental Entities and their

respective successors and assigns from any further performance or obligations, if any, that might have been required under such outstanding agreements.

2. Mutual General Release. Effective as of the Effective Date of this Termination Agreement, the Governmental Entities and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees and representatives fully and forever release and discharge each other and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees and representatives (collectively, “Releasees” in their capacities as released parties hereunder), and all other persons acting for, under or in concert with Releasees, past or present, of or from any and all claims, demands, actions, causes of actions, suits, lawsuits, debts, liens, contracts, agreements, promises, obligations, damages, liabilities, losses, costs or expenses, including attorneys’ fees, past or present, ascertained or unascertained, whether or not known, suspected or claimed to exist or which can hereinafter ever arise out of or result from or in connection with any act, omission, failure to act, breach or conduct suffered to be done or omitted to be done by Releasees, relating to any claims or issues arising from, in connection with, or surrounding the Coalition, past or current agreements among the Coalition or involving the Coalition and all other rights and obligations relating thereto.
3. Reservation of the Right to Enforce this Termination Agreement. It is understood and agreed by the parties that the agreements and releases described in Sections 1 and 2 above do not waive nor include in any way the parties’ rights and ability to enforce against each other the terms and covenants contained in this Termination Agreement.
4. Authority. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.
5. Sufficient Consideration. The consideration stated herein is contractual and not a mere recital. The parties hereto execute and deliver this Termination Agreement after being fully informed of its terms, content, and effect. The parties executing this Termination Agreement are not relying upon any representation from any attorney, agent or representative of any other party. The parties are fully informed and have consented to this Termination Agreement based on their own opinion and the advice of their respective representatives.
6. Binding Effect. This Termination Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns.
7. Multiple Counterparts. This Termination Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An

electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of October 1, 2024 (“Effective Date”).

**CITY OF LAVON, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Secretary

**CITY OF PARKER, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Secretary

**TOWN OF SAINT PAUL, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Town Secretary

**CITY OF WYLIE, TEXAS**

By: \_\_\_\_\_  
Brent Parker, City Manager  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Stephanie Storm, City Secretary

**COLLIN COUNTY, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_