

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WYLIE, TEXAS AND
COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1, TEXAS
(Emergency Medical Transport Services)**

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of September, 2026, by and between the **City of Wylie, Texas**, a home-rule municipality ("Wylie"), and **Collin County Emergency Services District No. 1**, an independent emergency services district and political subdivision of the State of Texas created pursuant to Chapter 775 of the Texas Health and Safety Code ("CCESD #1"). Wylie and CCESD #1 are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, CCESD #1 is an emergency services district and political subdivision of the State of Texas organized under Chapter 775 of the Texas Health and Safety Code for the purpose of providing fire protection and emergency medical services within its authorized service area; and

WHEREAS, Wylie is a home-rule municipality duly organized under the laws of the State of Texas and operates the Wylie Fire Rescue Department, which provides fire protection, emergency medical services ("EMS"), and related emergency response services; and

WHEREAS, CCESD #1 desires to contract with Wylie for the provision of Advanced Life Support ambulance transport and related emergency medical services within a portion of the boundaries of CCESD #1; and

WHEREAS, Wylie has agreed to provide such services pursuant to Chapter 791, Texas Government Code (the Interlocal Cooperation Act), and Section 791.006(a), as amended; and

WHEREAS, the provision of emergency medical transport services is a governmental function that promotes the public health, safety, and welfare and is of mutual benefit to the Parties; and

WHEREAS, each Party is authorized to perform the governmental functions contemplated by this Agreement, and each Party paying for governmental services under this Agreement shall do so from current revenues legally available for that purpose.

NOW, THEREFORE, Wylie and CCESD #1 mutually agree to the following:

1. Services Provided. Wylie will provide twenty-four (24) hour EMS transport services within a portion of the boundaries of CCESD #1, as depicted in Exhibit A, which is attached hereto and hereinafter made a part of this Agreement (the "Service Area"). Wylie shall provide Advanced Life Support Emergency Medical Services to persons and property located within the Service Area, which shall specifically include but is not limited to (collectively referred to as the "Services"):

- a) Ambulance Transport: The core service provided would be Advanced Life Support Ambulance transport, including emergency and non-emergency transportation.
- b) Emergency Medical Care: Emergency medical care by trained medical personnel, including paramedics and emergency medical technicians (EMTs).
- c) Ambulance dispatch services: Coordinate emergency ambulance response through the Wylie Public Safety Communications Center to ensure timely deployment of ambulances in emergencies.

- d) Emergency communications and Emergency Medical Dispatching Services (EMD) when the caller is transferred to the Wylie Public Safety Communications Center.
- e) Medical Equipment and Supplies: Wylie will replenish expended supplies for emergency patient(s) who receive care pursuant to this Agreement by providing and maintaining medical equipment and supplies necessary for emergency medical care and transport ambulance operations.
- f) EMS advisory, planning, and coordination with CCESD #1 for special events will be separate from this Agreement. Staffing and personnel from Wylie Fire Rescue for special events will also be individual and are not subject to this Agreement.
- g) Billing and Insurance Services: Wylie will be solely responsible for billing and insurance claims related to ambulance services provided pursuant to this Agreement and ensure that costs are appropriately covered and reimbursed.
- h) Quality assurance and improvement including monitoring and evaluating ambulance services to ensure quality care delivery and continuous improvement.
- i) Compliance and Regulatory Support: This includes assistance with complying with local, state, and federal regulations governing ambulance services and emergency medical care.

2. Performance of Services. Services shall not be arbitrarily withheld, but the parties understand that unforeseen circumstances may prevent Wylie from providing Services at a particular time. It is recognized that Wylie has the duty and responsibility of rendering emergency services within the City of Wylie while also providing Services within the Service Area pursuant to this Agreement. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine the priorities for dispatching and using equipment and personnel. CCESD #1 acknowledges that the availability of Wylie Fire Department Fire / EMS units will be subject to the demands within Wylie, which will, in all cases, take priority, as well as other existing interlocal and mutual aid agreements. When units from Wylie are unavailable or have an anticipated delayed response time, Wylie will use its best efforts to contact an alternate or auxiliary service provider to provide services to the Service Area. In such an event, CCESD #1 shall be solely responsible for paying any costs or fees assessed by any alternate or auxiliary service provider.

This Agreement shall not obligate Wylie to construct or keep any facilities, equipment, or personnel within the contracted Service Area or to designate, reserve, or devote all or part of Wylie's facilities, equipment, or personnel exclusively to or for the use of CCESD #1 in carrying out this Agreement.

CCESD #1 shall provide Wylie with current legal boundary maps of the District and shall promptly notify Wylie of any approved annexations, exclusions, or other changes to the Service Area, and update it as necessary to reflect new residents or the addition of new territory. If the District's boundaries that are part of the Service Area materially change, the Parties agree to negotiate in good faith any amendments to service levels or compensation necessitated by such changes.

3. Term. The term of this Agreement shall commence on October 1, 2026, and end on September 30, 2027 (the "Primary Term") unless terminated earlier by this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for successive 12-month periods (the "Renewal Terms") unless terminated earlier by either party by this Agreement.

4. Payment for Services.

In consideration of Wylie providing the Services under this Agreement, CCESD #1 shall compensate Wylie in an amount to be assessed by using the following formula: (See Exhibit B, attached hereto and hereinafter made a part of this Agreement)

- a) Quarterly payments. CCESD #1 shall make quarterly payments to Wylie. CCESD #1 will process payment for the amounts due to Wylie within thirty (30) calendar days of receipt of each invoice sent by Wylie. Wylie shall be compensated pro rata for all services performed up to and including the termination date.
- b) In January of each year this Agreement is in effect, Wylie will tabulate the total number of ambulance calls for service for the previous year for the entire contracted Service Area. The total ambulance call volume tabulated will exclude mutual aid calls for assistance.
- c) Wylie will determine the percentage of calls for each agency within the EMS system's contracted service areas, including the City of Wylie, CCESD #1, the City of Parker, the City of Lavon, and the Town of Saint Paul.
- d) Wylie will determine the total cost of EMS program expenditures for the previous fiscal year. This includes all EMS personnel, equipment, and supply expenses.
- e) Wylie will determine the total patient revenue actually collected from ambulance calls made during the previous fiscal year.
- f) Wylie will provide budget estimates, including a revenue projection, for the next fiscal year to CCESD #1 by April 1st of each year.
- g) Wylie will calculate the fee to be assessed on each jurisdiction within the total contracted service area by using the following formula: (See Exhibit B, attached hereto and hereinafter made a part of this Agreement)
 - i.
$$\text{Wylie Total Fiscal EMS Budget/Expenses (minus) Total Patient Billing Revenues} = \text{Total Balance}$$
 - ii. Total contracted service area ambulance responses (divided by) arrived on scene responses for the CCESD #1 Service Area to determine the percentage of responses to calls that occurred in the Service Area.
 - iii.
$$\text{Total Balance (times) the percentage of responses to calls in the Service Area to determine the base cost to CCESD \#1}$$
 - iv. Base Cost to CCESD #1 (times) ten percent (10%) Wylie Administrative fee

5. Patient Charges. Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and expenses from persons to whom Services are provided under this Agreement (“Patients”). Wylie shall have sole discretion over the amount of any such charges or expenses imposed on Patients. CCESD #1 shall have no authority over or responsibility for any Patient billing or collection activities for Services provided by Wylie under this Agreement. The Patient charges and

expenses billed and/or collected by Wylie shall be in addition to, and shall not affect, CCESD #1's obligation to pay Wylie the amounts due under this Agreement.

6. Breach. Either Party may terminate this Agreement for a breach if the breaching party fails to cure such breach within thirty (30) days of receiving written notice specifying the breach.

7. Termination. Either Party may terminate this Agreement by providing the other party written notice of termination at least ninety (90) days before the anticipated date of termination or upon mutual agreement or termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice. In the event of termination, Wylie shall be compensated pro rata for all Services performed to the termination date. In the event of termination, should Wylie be over-compensated on a pro-rata basis for all Services performed to the termination date, CCESD #1 shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

8. Governmental Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign, and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

9. Indemnity. Pursuant to Section 791.006(a) of the Texas Government Code, as amended, each party shall be solely responsible for any civil liability arising from furnishing or obtaining the Services contemplated herein as fully and to the same extent as that party would have been responsible in the absence of this Agreement. The parties understand and agree that if Wylie does not furnish personnel, equipment, or services to CCESD #1 after being notified of the need for such Services, Wylie shall not be liable to CCESD #1 in damages or otherwise for the failure to furnish the same provided that Wylie used its best efforts to contact an alternate or auxiliary service provider to provide Services to CCESD #1.

10. No Joint Enterprise. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes, or equal rights of control between the Parties. The Parties agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents, contractors, or employees in conjunction with the performance of work covered under this Agreement. Wylie shall have exclusive control of and exclusive right to control the details of the Services performed hereunder and all persons performing the same.

11. Venue and Governing Law. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement may be performed in Collin County, Texas. Both parties agree that the venue shall be in Collin County, Texas.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between CCESD #1 and Wylie and supersedes all prior negotiations, representations, and/or written or oral agreements. It may be amended only by a written instrument duly executed by both parties.

13. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law or any rule or regulation having the force and effect of the law, such decision shall not affect the remaining portions of this Agreement.

14. Assignment. This Agreement and any rights or obligations hereunder are not assignable.

15. Legal Construction. This is a negotiated agreement; should any part of this Agreement be in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

16. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; facsimile, electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via a hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of identical to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the addressee's address. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, address it at:

City of Wylie, Texas
Attention: Brent Parker
300 Country Club Road, Suite 100
Wylie, Texas 75098
Telephone: (972) 516-6100
Facsimile:
Email: brent.parker@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4040
Email: [REDACTED]

If to Collin County, address it to:

Collin County Emergency Services District #1, Texas
Attention: Kevin McGillis
4690 Community Ave., Suite 200
McKinney, Texas 75071
Telephone: (972) 548-5576
Email: kmcgillis@collincountyesd1.org

17. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

18. Waiver. A waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

19. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

20. Multiple Counterparts. This 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 caused this Agreement to be executed by their respective undersigned, duly authorized representatives.

CITY OF WYLIE, TEXAS,
a Home-Rule Municipality

By: _____
Name Brent Parker
Title: City Manager
Date: _____

COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Signed by:

By:

Kevin McGillis

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Name

Kevin McGillis

Title:

President, Board of Emergency Services Commissioners

Date:

10/1/2026

EXHIBIT A
BOUNDARIES OF CCESD #1 RESPONSE AREA

AREAS OF WHITE INDICATE CCESD #1 AREAS OF COVERAGE

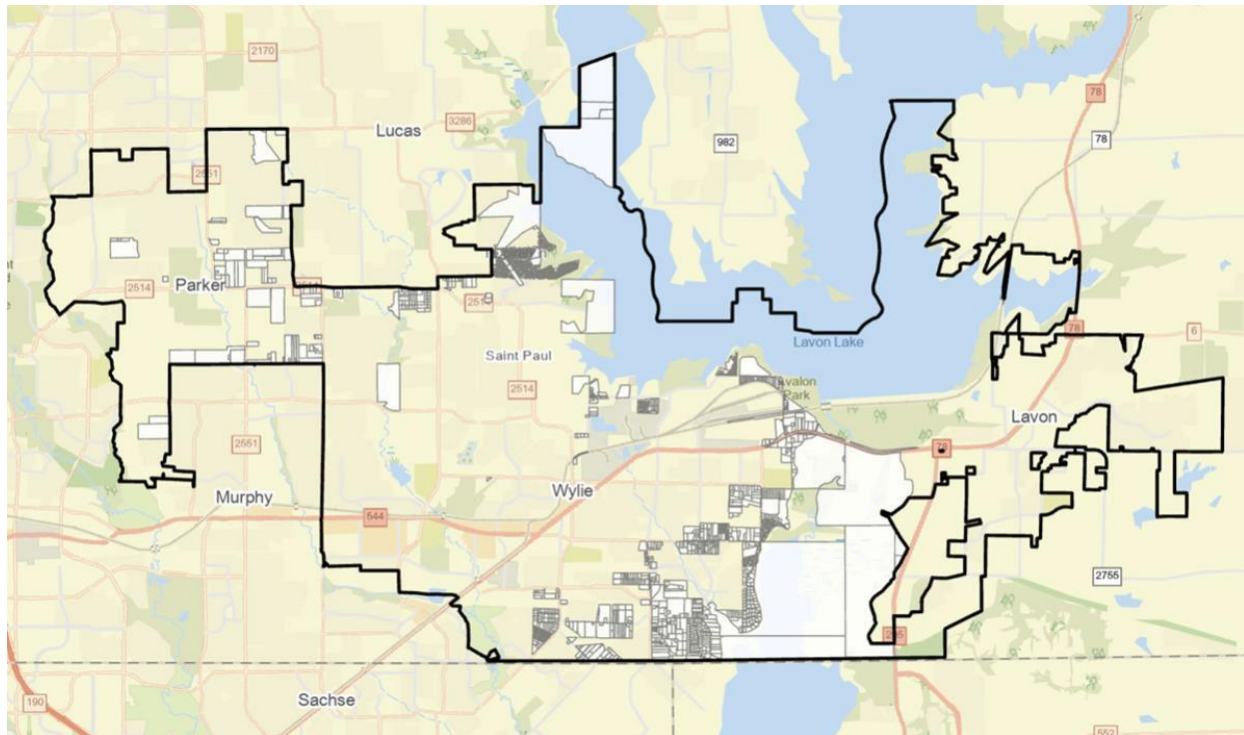


EXHIBIT B
COMPENSATION METHODOLOGY

Collin County ESD #1 Ambulance Transport Services Estimate FY26-27	
Total WFR Annual Budget - EMS	\$3,897,334.00
Total Projected Revenues*	\$2,200,000.00
Balance (expenditures - Projected Revenue)	\$1,697,334.00
Total Wylie EMS Ambulance Scene Arrivals in 2024	4,933
Total Calls for Collin County (Arrived on Scene)	205
% of Total Ambulance Responses in 2024	4.16%
Total Cost (Total Calls calls x Balance)	\$70,535.87
10% City of Wylie Administrative Fee	10.00%
Total Cost To Collin County	\$77,589.46