

City of Wylie

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**AGREEMENT FOR THE PROVISION OF FIREFIGHTING, FIRE PROTECTION, AND
EMERGENCY MEDICAL SERVICES**

Pursuant to the authority granted by Texas Health and Safety Code Chapter 775 and other applicable law, the Collin County Emergency Services District Number 1, a political subdivision of the State of Texas (hereinafter referred to as "DISTRICT"), and the City of Wylie, Texas, a home-rule municipality (hereinafter referred to as "AGENCY" and together with DISTRICT, "Parties"), agree as follows:

RECITALS

WHEREAS, the DISTRICT is a duly organized political subdivision of the State of Texas created to provide certain firefighting, fire protection, and emergency medical services for the benefit of landowners and occupants within the territory of the DISTRICT'S boundaries, which is located within portions of Collin County, Texas; and

WHEREAS, AGENCY is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of certain firefighting, fire protection, and emergency medical services; and

WHEREAS, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment, ambulances or EMS response vehicles, and other equipment designed for the protection of life and property and employs trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the DISTRICT does not currently have the requisite equipment, facilities or personnel to provide firefighting, fire protection, and emergency medical services within the DISTRICT's boundaries and therefore desires to obtain certain firefighting, fire protection, and emergency medical services from AGENCY for the benefit of landowners and occupants within certain portions of the territory of the DISTRICT's boundaries, as shown in the map attached hereto as Exhibit "A" (the "Service Area") ; and

WHEREAS, it is in the best interest of the citizens of the Parties for local governments to cooperate, where possible, in the provision of governmental functions and services where such cooperation will result in a more efficient, higher quality and /or more cost-effective provision of such functions, and services that serves the public health and welfare and is of mutual concern to the Parties; and

WHEREAS, the Parties are local governmental entities pursuant to the Interlocal Cooperative Act, Chapter 791 of the Texas Government Code and, as such, may contract with one another for the provision of governmental functions of mutual interest; and

WHEREAS, Texas Health and Safety Code Sections 775.031 and 775.0366 authorize the DISTRICT to enter into contracts to receive the enumerated emergency services outlined in this Agreement.

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NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. Incorporation of Recitals. The above recitals, having been found by the Parties to be true and correct in all respects, are incorporated into this Agreement.

II. Terms and Definitions. As used in this Agreement, each of the following words and phrases shall have the meaning set forth below:

2.1 All words and phrases used in this Agreement which are defined in Chapter 775 of the Texas Health and Safety Code shall have the definitions and meanings provided therein, unless otherwise indicated herein.

III. Obligations and Responsibilities of AGENCY

3.1 AGENCY shall provide the services described in the attached Exhibit "B" (collectively, the "Services"), within the Service Area.

3.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to DISTRICT within 30 days of AGENCY's receipt of a written request for the same from DISTRICT. Such reporting shall include, to the extent applicable, incident data for fire, rescue, and EMS responses, subject to any patient privacy limitations imposed by applicable law.

3.3 AGENCY agrees to respond to the Collin County Fire Marshal requests for information that AGENCY receives in writing and will use reasonable efforts to work with the Collin County Fire Marshal to cooperate and coordinate the Services.

3.4 AGENCY warrants and promises that it will provide qualified personnel and appropriate equipment to provide the Services as described in this Agreement. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification or licensure of all personnel (whether volunteer or paid). The AGENCY's equipment and personnel shall be under the control and supervision of AGENCY during the term of this Agreement. The DISTRICT's representative(s) shall have the right to participate in a scheduled joint administrative review of the primary equipment dedicated to providing the Services to confirm that such equipment is in proper repair. Any such review must be requested in writing with at least fourteen (14) business days' advance notice, must occur during normal business hours, and shall not interfere with AGENCY's emergency response operations or active staff shifts.

3.5 AGENCY shall utilize its own municipal dispatching center to route and dispatch calls within the Service Area. To facilitate this, the DISTRICT shall provide AGENCY, at no cost to AGENCY, with verified, accurate, and up-to-date GIS mapping and address data for all landowners and properties within the Service Area at least once per year.

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- 3.6 AGENCY shall provide and maintain general liability insurance or self-insurance equivalent in amounts as are reasonable and customary for firefighting, fire protection, and emergency medical service providers similar to AGENCY. AGENCY shall add the District as an additional insured to AGENCY's general liability insurance or self-insurance equivalent or provide a certificate of coverage from AGENCY's self-insurance administrator. AGENCY shall provide copies of its insurance coverage to DISTRICT prior to the Effective Date of this Agreement. AGENCY shall also provide DISTRICT with certificates of renewal for policies or self-insurance equivalents that are renewed during the term of this Agreement, or new certificates for any policies replaced or modified during the term of this Agreement.

IV. Obligations and Responsibilities of DISTRICT.

- 4.1 DISTRICT shall pay an annual fee to AGENCY for the performance of Agency's obligations hereunder in the amount of \$100,000. Additionally, District shall pay an annual fee to AGENCY according to the following formula: (1) seventy-five percent (75%) of the amount appropriated by the DISTRICT in its annual budget for fire service divided by the total number of persons living in the DISTRICT's territory, as computed by Collin County's GIS Department, multiplied by the specific population of the Service Area; and (2) twenty-five percent (25%) of the amount appropriated by the DISTRICT in its annual budget for fire service divided by the total square miles of DISTRICT's territory multiplied by the total square miles of the Service Area. The estimated amount of all such fees as of the Effective Date is equal to \$240,304.93.
- 4.2 DISTRICT shall pay the fee stated in paragraph 4.1 in two (2) equal semi-annual installments to AGENCY. The first payment is to be paid on the later of February 1, 2027 or when the DISTRICT has levied and collected 80% of the DISTRICT's projected tax revenues, and the second installment is to be paid on or before September 30, 2027. Such payments will be made from the DISTRICT's general fund. Should DISTRICT's annual budget adopted by September 30, 2026 not appropriate funds sufficient to pay the fee required under this Agreement or should the DISTRICT not make the first installment of the fee stated in paragraph 4.1 on or before April 1, 2027, AGENCY shall be entitled to terminate this Agreement, with such termination effective as of the date AGENCY provides written notice of termination to DISTRICT.
- 4.3 Should the DISTRICT fail to remit any portions of the fee stated in paragraph 4.1 when due under this Agreement, an automatic late-payment fee of 1.5% per month shall be paid to AGENCY until the unpaid balance is fully paid.
- 4.5 DISTRICT shall have no responsibility or obligation under this Agreement to provide to or for AGENCY any personnel, facilities, station houses, quarters, apparatus, or equipment.
- 4.7 The payments due from DISTRICT under this Agreement are for availability and structural readiness. AGENCY retains the absolute and unilateral right to bill third-party insurance companies, responsible parties, and/or medical insurers for providing the Services, including but not limited to first responder calls, vehicle accidents, rescue operations, and emergency medical services, in accordance with

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AGENCY's then-current fee schedules. DISTRICT authorizes AGENCY to act on the District's behalf for these collections to comply with Texas Health & Safety Code § 775.153. AGENCY retains the absolute and unilateral right to seek direct reimbursement from insurance companies, responsible parties, and/or medical insurers for the actual replacement costs of specialized consumables used or destroyed in connection with AGENCY's provision of the Services, including but not limited to Class B firefighting foam, hazardous material absorbents, and specialized rescue equipment. DISTRICT shall not reduce, offset, or otherwise diminish the fee due under Article IV on the basis of AGENCY's receipt of such cost-recovery revenues.

V. Effective Date, Term and Termination.

- 5.1 The effective date of this Agreement shall be October 1, 2026 ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.
- 5.2 The term of this Agreement shall begin on the Effective Date and shall continue for a term of one year unless the Agreement is terminated by either Party as provided by this Agreement.
- 5.3 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.

VI. Miscellaneous

- 6.1 Notices. Any notice required under this Agreement shall be sent in writing to the following:

To DISTRICT:
 Collin County Emergency
 Services District No. 1
 2300 Bloomdale Rd.
 McKinney, TX 75071
 Email: KMcGillis@CollinCountyESD1.org

To AGENCY:
 Wylie Fire Rescue
 Brandon Blythe, Fire Chief
 300 Country Club Rd.
 Wylie, Texas 75098
 Email: brandon.blythe@wylietetexas.gov

- 6.2 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.
- 6.3 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and this Agreement supersedes any prior oral or written understandings and agreements concerning the subject matter hereof. The invalidity, in whole or in part, of any section of this Agreement shall not affect the validity of the remainder of the Agreement or section.

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- 6.4 Amendments. This Agreement shall not be modified or amended except in writing signed by the Parties.
- 6.5 Governing Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.
- 6.6 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 6.7 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.
- 6.8 Non-Assignment. This Agreement shall not be assignable by either Party, in whole or in part, without obtaining prior written consent of the other Party, which consent may be withheld in such Party's absolute and sole discretion. Notwithstanding any statement to the contrary in this Agreement, AGENCY retains the absolute unilateral right to utilize existing regional mutual aid agreements, automatic aid networks, or interlocal backup assistance agreements with other municipalities and agencies to fulfill its obligations under this Agreement without seeking or obtaining prior DISTRICT approval.
- 6.9 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. AGENCY shall have exclusive control of and exclusive right to control the details of the Services performed hereunder and all persons performing the same.
- 6.10 Line of Duty. When an employee, volunteer or other agent of the AGENCY is performing duties under this Agreement, that person shall be considered as acting in the line of duty for the AGENCY for all purposes, including the applicable provisions of 42 U. S. C. Section 3796, Chapter 615 of the Texas Government Code, Chapter 142 of the Texas Local Government Code, and other laws and shall be entitled to any benefits that accrue under law as a result of injury, death or loss that

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occurs while in the line of duty for the AGENCY under this Agreement. This section does not increase the DISTRICT'S liability under this Agreement.

- 6.11 Assignment of Liability. Without waiver of any governmental or sovereign immunity or other defense available to a Party under applicable law, the Parties agree that liability shall be allocated proportionally based on comparative fault under applicable law.
- 6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instruments
- 6.13 Authority. The undersigned officers of the Parties by executing said documents acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.
- 6.14 Audit. AGENCY shall have the right, upon providing written notice to the DISTRICT, to inspect, copy, and audit all of the DISTRICT'S financial records, tax collection logs, budget ledgers, and revenue deposits relating or pertaining to the calculation, levying, and allocation of funds payable under this Agreement. Such audits may be performed during regular business hours at the DISTRICT'S administrative offices and may cover any records generated during the preceding four (4) fiscal years. The DISTRICT shall promptly produce the information requested under this section, in accordance with the timelines and requirements provided for responding to requests for public information under Chapter 552 of the Texas Government Code.
- 6.15 Records. By entering into this Agreement, neither Party is provided with any contractual right of access to any records or information created, received, or maintained by the other Party unless expressly stated herein or authorized under the Texas Public Information Act or other applicable law. Each Party is independently responsible for compliance with any requests received pursuant to the Texas Public Information Act, and any third-party seeking information generated or maintained by a Party to this Agreement should submit requests for such information directly to that Party.
- 6.16 Immunity. Nothing in this Agreement shall be construed as a waiver of immunity, governmental, sovereign and/or official or defenses otherwise available to either Party against claims arising in the exercise of governmental powers and functions including the protections of the Texas Tort Claims Act and other applicable law. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein. 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.

[Signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, on the dates reflected below.

DISTRICT:

Collin County Emergency Services District No. 1

Signed by:

Kevin McGillis

Kevin McGillis, ESD Board President

Date: 9/30/2026

ATTEST:

Signed by:

Randal Shinn

ESD Board Secretary

AGENCY:

City of Wylie, Texas,
a home-rule municipality

Brent Parker, City Manager

Date:

ATTEST:

Stephanie Storm, City Secretary

Exhibit A

EXHIBIT A - WYLIE

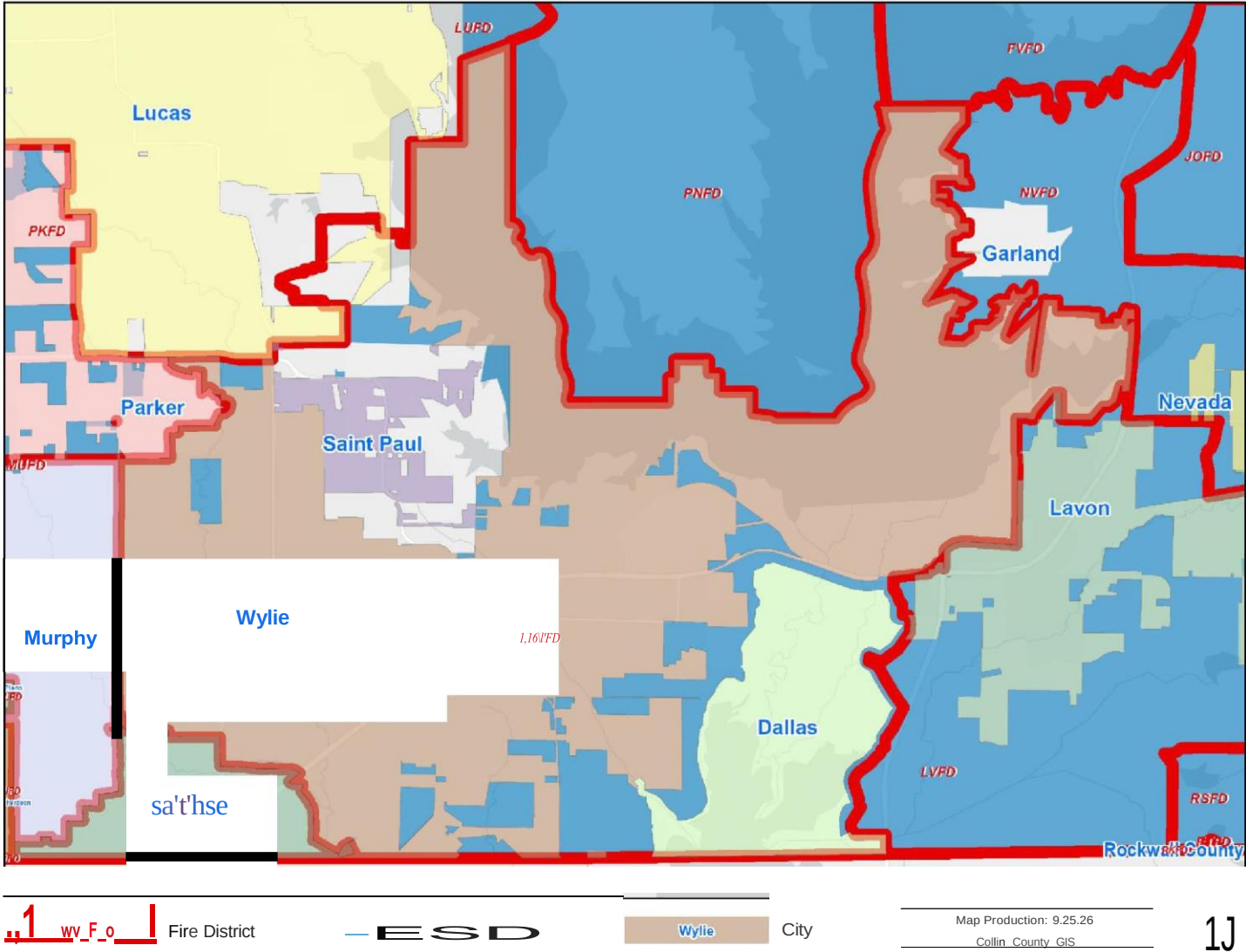


Exhibit B

AGENCY shall furnish the following services within the Service Area shown in Exhibit “A,” subject to staffing, weather, road conditions, apparatus availability, mutual aid obligations, and conditions beyond AGENCY’s reasonable control:

AGENCY shall provide twenty-four (24) hour emergency response coverage within the Service Area. Covered services are restricted to the following emergency response, mitigation, and life-safety categories:

1. Fire Suppression and Mitigation

- **Structural Firefighting:** Comprehensive interior and exterior attack, search and rescue, exposure protection, ventilation, and overhaul for residential, commercial, industrial, and institutional structures.
- **Wildland and Vegetation Mitigation:** Suppression of grass, brush, forest, and agricultural fires utilizing specialized wildland apparatus and tactical off-road maneuvers.
- **Vehicle and Machinery Fires:** Extinguishment of commercial, passenger, agricultural, and industrial vehicle or heavy equipment fires.
- **Trash, Waste, and Dumpster Suppression:** Containment and extinguishment of commercial roll-off dumpsters, residential trash receptacles, loose refuse collections, illegal open-burning piles, and localized landfill/compactor fires to prevent the spread or migration of toxic smoke into nearby brush.
- **Energy Storage Systems (ESS) & Lithium-Ion Mitigation:** Specialized tactical response to thermal runaway events involving electric vehicles (EVs), residential/commercial solar storage walls, micromobility devices (e-bikes/scooters), and grid-scale battery facilities, including advanced thermal tracking, specialized piercing nozzle applications, and extended scene-cooling operations
- **Post-Incident Fire Investigation Assistance:** Preliminary origin-and-cause determination to assist the Collin County Fire Marshal, who retains final regulatory and investigative jurisdiction.

2. Emergency Medical Services (EMS) & First Responder Care

- **Advanced Life Support (ALS) First Response:** Deployment of Texas Department of State Health Services (DSHS) certified Paramedics and Advanced EMTs equipped with advanced cardiac monitors/defibrillators, airway management systems, intravenous therapies, and emergency medications.
- **Basic Life Support (BLS) First Response:** Rapid deployment of Emergency Medical Technicians (EMTs) for initial patient assessment, CPR, automated external defibrillation (AED), bleeding control, splinting, and oxygen administration.
- **Active Threat and Hostile Event Operations:** Joint tactical deployment with law enforcement agencies under Rescue Task Force (RTF) protocols, entering secured warm zones to provide

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immediate point-of-injury medical care, bleeding control (Tactical Emergency Casualty Care), and rapid extraction of victims

- **MCI Incident Command:** Allocation of field triage, treatment, and transportation staging command structures during Mass Casualty Incidents (MCIs).

3. Special Operations and Technical Rescue

- **Motor Vehicle Accident (MVA) Response:** Rapid response to roadway incidents, including traffic control, scene stabilization, and fluid spill mitigation.
- **Extrication Services:** Deployment of hydraulic cutting, spreading, and lifting tools to rescue entrapped occupants from vehicles or industrial machinery.
- **High-Angle and Rope Rescue:** Low and high-angle rope rescue operations for victims trapped on water towers, cliffs, elevated structures, or industrial scaffolding.
- **Confined Space and Trench Rescue:** Specialized entry and stabilization operations for victims trapped within structural collapses, utility trenches, storage silos, or underground vaults.

4. Hazardous Materials (Hazmat) Response

- **Operations-Level Stabilization:** Immediate scene isolation, atmospheric monitoring, gas leak detection, defensive diking/damming, and containment of localized chemical, biological, radiological, nuclear, or explosive (CBRNE) leaks.
- **Decontamination Services:** Deployment of emergency gross decontamination lines for exposed civilian victims and emergency personnel.
- **Carrier Billing Integration:** Pursuant to Article IX, all deployed resources for commercial or industrial chemical containment remain fully authorized for direct carrier billing and cost recovery.

5. Water and Surface Rescue Operations

- **Swiftwater and Surface Water Rescue:** Shore-based and watercraft deployments for victims caught in flash floods, swollen creeks, drainage networks, or area lakes.
- **Ice and Mud Rescue:** Specialized structural extraction and stabilization for victims trapped in mud, marshlands, or unstable shorelines within the Service Area.

6. General Service Calls and Incident Investigations

Response to non-emergency or preliminary emergency field tracking events, including:

- **Good Intent Calls:** Runs where citizens report perceived emergencies in good faith that turn out to be controlled situations (e.g., controlled agricultural burns, legal campfire smoke, or mist mistaken for smoke).
- **Smoke and Odor Investigations:** Comprehensive scene scanning, chemical sniffing, gas detection, and thermal tracking for reported gas smells, electrical burning odors, localized haze, or unknown smoke sources.

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- **System Malfunctions:** Response to unintentional or faulty equipment activations, including broken commercial security alarms, malfunctioning residential smoke alarms, frozen fire sprinkler lines, and defective carbon monoxide detectors.
- **Public Assistance:** Citizen service runs including water removal from flooded internal structures, public hazard clearances, animal rescues, vehicle lockouts with occupants inside, and local utility isolations (e.g., shutting down ruptured residential water mains).

7. Aviation and Aerial Intelligence

- **Unmanned Aircraft Systems (UAS) Support:** Deployment of FAA Part 107 licensed Remote Pilots and Unmanned Aircraft Systems (drones) to provide real-time aerial intelligence, thermal imaging overlays, structural roof integrity assessments, wildland fire tracking, and lost-person search-and-rescue operations within the Service Area.

8. Incident Command and Mobile Logistics

- **Large-Scale Incident Management:** Execution of uniform National Incident Management System (NIMS) and Incident Command System (ICS) structures to coordinate multi-agency, multi-jurisdictional responses to natural disasters, tornadoes, plane crashes, or prolonged structural emergencies.
- **Mobile Command Unit Deployment:** Technical activation and dispatch of the WFR Mobile Command Unit to serve as a forward, climate-controlled on-scene command post. Services include local radio interoperability bridging, satellite and cellular data routing, localized weather monitoring, field briefing capabilities, and forward data logistics management for unified operations within the DISTRICT.

9. Community Risk Reduction & Non-Emergency Assistance

- **Citizen Service Calls:** Response to non-emergency requests, including public hazard removals, assistance for disabled citizens, and localized utility isolations (e.g., shutting off broken residential water mains).
- **Standby Operations:** Proactive deployment of apparatus and personnel for high-risk public events, community gatherings, or dynamic regional incidents within the Service Area.

Notwithstanding any statement to the contrary in this Agreement, the Services shall not include the following:

1. Services outside the Service Area shown in Exhibit “A” are not governed by this Agreement;
2. Arson investigations;
3. Fire protection not outlined above, including but not limited to code enforcement, new building plan review, and system testing;

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4. Non-emergency and community paramedicine (preventative health check and non-emergency support); and
5. Disaster response.