

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT

This Fire Protection and Emergency Medical Services Agreement (the "Agreement") is entered into on this 24th day of October, 2023, by and between the City of McLendon-Chisholm (the "City" or "McLendon-Chisholm"), River Rock Trails Municipal Utility District No. 1 of Rockwall County ("MUD 1"), and River Rock Trails Municipal Utility District No. 2 of Rockwall County ("MUD 2") (MUD 1 and MUD 2 may each be referred to individually as a "District" or collectively as the "Districts").

RECITALS

WHEREAS, each District is a conservation and reclamation district and political subdivision of the State of Texas, operating under the provisions of Article XVI, Section 59, and Article III, Section 52 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the Districts are seeking to secure Fire Protection Services (as defined below) and Emergency Medical Services (as defined below) for the benefit of future residents and property owners within the Districts' boundaries, as described and depicted in the attached Exhibit "A"; and

WHEREAS, the City is willing to provide fire protection services and emergency medical services to the land located within the boundaries of the Districts under the terms provided herein; and

WHEREAS, pursuant to Section 49.351, Texas Water Code, the Districts may contract with a municipality for the performance of all fire-fighting services within the Districts and may provide for the construction and purchase of necessary buildings, facilities, land and equipment and the provision of an adequate water supply; and

WHEREAS, Section 49.212, Texas Water Code, authorizes the Districts to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including fire-fighting services); and

WHEREAS, the Board of Directors of each District have determined that it is in the best interest of the Districts to enter into an agreement with the City relative to providing fire protection services and emergency medical services to the Districts; and

WHEREAS, the Districts and the City now wish to establish a formal agreement for the provision of fire protection services and emergency medical services to the District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Districts and the City hereby covenant and agree as follows:

Section 1. Purpose. The purpose of this Agreement is to contract with the City to provide fire protection services and emergency medical services to the residents and property in the Districts in return for payment of fire protection fees, in accordance with this Agreement.

Section 2. Definitions. In this Agreement:

"City" means the City of McLendon-Chisholm.

"Districts" means MUD 1 and MUD 2.

"Effective Date" means the date on which this Agreement becomes effective as provided in Section 3(b).

"Emergency Medical Services" or "EMS" means services regularly provided by McLendon-Chisholm to persons located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, which services are used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.

"Fire Protection Services" means all fire suppression and rescue services regularly provided by McLendon-Chisholm to persons and property located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, except for Emergency Medical Services, fire inspections of buildings and properties, public education services, code enforcement services and arson investigations.

"MUD 1" means River Rock Trails Municipal Utility District No. 1 of Rockwall County.

"MUD 2" means River Rock Trails Municipal Utility District No. 2 of Rockwall County.

"Parties" means the Districts and the City.

"Representative" means the person designated by the City or the Districts to serve as the contact person between the City and the Districts.

"Residential Unit" means any building or part of a building designed for permanent occupancy by one family. A detached single-family residential unit is one residential unit; a duplex is two residential units; and each living unit in an apartment complex is one residential unit.

“Service Area” means the area of land within the boundaries of the Districts, as described and depicted in Exhibit “A” attached hereto and incorporated herein by reference for all purposes, and any land that is added to either District via annexation, upon notification to the City of final action by either District annexing any land.

"TCEQ" means the Texas Commission on Environmental Quality.

Section 3. Effective Date.

(a) The Parties recognize that before this Agreement becomes effective, the Districts must develop a joint fire plan, including a plan for emergency medical services, in accordance with Section 49.351, Texas Water Code, and the rules of the TCEQ (the "Plan"), submit the Plan to the TCEQ for its approval, obtain TCEQ approval, and the Districts must each call an election and obtain voter approval of the Plan and this Agreement. Each District will use its best efforts to cause this Agreement and the Plan to be submitted to the TCEQ for approval and obtain voter approval of the Plan in accordance with the terms of this Agreement.

(b) This Agreement will take effect on the first day of the month following the adoption of an order by each District canvassing the results of the election to approve the Plan and this Agreement.

Section 4. Fire Station and Station Site.

(a) The Districts will dedicate, or cause D.R. Horton – Texas, Ltd., a Texas limited partnership (the “Developer”) or other landowner to dedicate, a public safety site from which fire protection and emergency medical services will be provided by the City, the size of which shall be no greater than one and one half (1.5) acres located in a mutually agreed upon location within the Districts’ boundaries (the “Station Site”).

(b) The Districts, or the Developer on behalf of the Districts, shall design and construct a home with an oversized garage sufficient to house fire trucks, which shall be located on the Station Site and within the first phase of development within the Districts, for the City to use as a fire station in order to provide fire protection and emergency medical services in accordance with this Agreement (the “Fire Station”), subject to City approval of such location and design, which such approval shall not be unreasonably withheld, conditioned or delayed. The Parties agree that the design of the Fire Station shall generally conform to the following: a three (3) bedroom, two (2) bathroom home, approximately 1,500 square feet in size, with an oversized garage wide enough and tall enough to contain two (2) fire trucks or other fire protection vehicles, and such Fire Station shall be constructed by the same methods as other homes within the Property with the façade of the Fire Station matching other single family homes

within the Property. The Districts, or the Developer on behalf of the Districts, shall construct the Fire Station concurrently with development of the first phase of development within the Districts.

(c) The City shall staff, operate and maintain the Fire Station at a level and quality consistent with its other facilities at its sole cost and expense, subject to the monthly payments by the Districts detailed in this Agreement. The Districts, or their designees, may inspect the premises of the Fire Station or the Station Site during daylight hours upon reasonable notice to the Fire Chief.

Section 5. Fire Protection Services.

(a) The City will operate and respond with sufficient personnel twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The City owns and operates, or will obtain at the City's sole cost and expense if necessary, the necessary equipment for the operation of the Fire Station, trucks and fire department. In providing Fire Protection Services to residents and property located in the Districts, the City shall be solely responsible for the operation and maintenance of the Fire Station and equipment.

(b) The Parties acknowledge that in providing Fire Protection Services to the residents and property in the Districts, the City will use the fire hydrants, connections, and water distribution system located within the Districts ("Water Distribution System"), but the City shall not be responsible for providing for, constructing, inspecting, maintaining, or repairing any part of the Water Distribution System, and the City shall not be liable to the Districts or any of the Districts' occupants, residents or property owners for any deficiency or malfunction of the Water Distribution System.

(c) During the term of this Agreement, the City will provide Fire Protection Services to persons, buildings, and property located within the Districts, including any land that is added to either District via annexation, upon notification to the City of final action by either District annexing any land ("Annexation Area"). The City will provide Fire Protection Services to residents and property in the Districts in the same manner and with the same standard of care as it would to those residences and structures located in other areas of City coverage.

(d) The Parties acknowledge that the City must also respond to requests for Fire Protection Services in other areas outside the Districts and that the City has contracts to provide Fire Protection Services to other entities. In providing Fire Protection Services to the Districts, the City will follow its adopted standard operating procedures, subject to its sole discretion, without being in breach of this Agreement and without liability to the Districts or its occupants, residents, or property owners to determine: (1) whether Fire Protection Services are needed in a particular case; (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services; (3) the order in which to respond to requests for Fire Protection Services; and (4) the time in which to respond to a request for Fire Protection Services.

(e) The Districts assume no responsibility for the reliability, promptness, or response time of the City.

Section 6. Personnel. The City shall provide all required personnel (current employees and current volunteers, and future employees and future volunteers) who meet, at least, minimum state qualifications to perform the Fire Protection Services required by this Agreement. The Districts assume no responsibility for the actions of the City's personnel in performing their fire protection duties. The Districts will make no recommendations and are in no way responsible for the selection, sufficiency or qualifications of the City's personnel.

Section 7. Emergency Medical Services.

(a) The Parties hereby agree that for and in consideration of the monies to be paid by the Districts, as hereinafter set forth, the City shall provide the Districts and their citizens and property owners EMS in accordance with all applicable federal, state, and local laws and regulations, including but not limited to those set forth in Chapter 773 of the Texas Health and Safety Code.

(b) During the term of this Agreement, the City will provide EMS to residents and property owners within the Districts, including, any land that is added to either District from time to time. The City will provide EMS to residents in the Districts in the same manner and with the same standard of care as it would to those residents located in other areas of City coverage. Nothing in this Agreement shall preclude the City from meeting its EMS obligations hereunder by and through a contractual arrangement with a third-party duly licensed EMS provider.

(c) The Districts assume no responsibility for the reliability, promptness, or response time of the City.

Section 8. Designated Representative. Each party shall designate, in writing or by email, one individual to serve as the contact person between the Districts and the City ("Representative"). Each Representative will be responsible for communicating any concerns or complaints regarding policies, procedures, and/or practices. The Districts each acknowledge and agree that laws governing patient privacy may prevent the City from disclosing information to the Districts or the Districts' Representative.

Section 9. Payment for Fire Protection Services and Emergency Medical Services.

(a) **Monthly Payments.** In consideration of the City providing Fire Protection Services and Emergency Medical Services under this agreement, the Districts each agree to make monthly payments to the City as follows:

(1) **Residential Properties.** Each District shall pay to the City the charges set forth herein, in accordance with Sections 9(a), 9(b), and 9(c), for each single-family Residential Unit in each District that is connected to and receiving service from the

Districts' water supply system on or before the twentieth (20th) day of the immediately preceding month.

(2) Non-residential Properties. Each District will also pay the City the charges set forth herein for each 2,000 square feet or part thereof of building floor area for every "improved non-residential property" located in each District that is connected to and receiving service from the Districts' water supply system on or before the twentieth (20th) day of the immediately preceding month. "Improved non-residential property" means any improved real property, whether or not such property is tax-exempt, on which there is located a building or structure that is not residential property. The square footage used to determine the charge is based on the records of the Rockwall Central Appraisal District. However, the monthly charge provided in this paragraph for improved non-residential property does not apply to, and the Districts are not obligated to collect or pay the monthly fee for, improved non-residential property owned by the Districts.

(3) The Districts and the City each acknowledge that the above are mandatory monthly fees imposed on each District's customers pursuant to the Plan voted on by the registered voters of the Districts.

(4) The payments hereunder shall be mailed or delivered to the City.

(b) Initial Monthly Charge. The initial charge provided for in Sections 9(a)(1) and 9(a)(2) is \$15.00 per month. The first payment shall be due on the first day of the month following approval of the Plan by the Districts' voters. The monthly charge shall continue thereafter through December 31, 2029. The monthly fee shall increase annually on January 1 of each year during the term of this Agreement in accordance with the CPI adjustment procedures established in Section 8(c).

(c) Subsequent Charges. Beginning January 1, 2030, and on each January 1 thereafter, the monthly charge will be adjusted by 100% of the increase, if any, between the most recently published CPI and the CPI for the preceding calendar year. "CPI" as used herein shall mean the revised Consumer Price Index for All Urban Consumers (CPI-U), all items, published by the United States Department of Labor, Bureau of Labor Statistics 1982-1984. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

(d) Monthly Charge Due Date. The monthly charge required herein shall be paid by each District within sixty (60) days after the first of each month. All monthly payments shall be paid by each District to the City without notice or demand at the offices of the City, unless the Districts are notified otherwise. All or part of any monthly payment paid by each District after the

sixtieth day is delinquent and shall include an additional monetary penalty equal to twelve percent (12%) of the delinquent amount as allowed by the Texas Local Government Code.

Section 10. Term. Once effective in accordance with Section 3 herein, the Agreement will continue in effect for five (5) years (the "Initial Term") and shall be automatically renewed thereafter for successive one (1) year terms.

Section 11. Termination and Default. In the event the Plan is not approved by the TCEQ and voters located within each District by December 31, 2025 then any Party shall have the right to terminate this Agreement at any time up to the Effective Date. Following the Effective Date, any Party may terminate this Agreement after the expiration of the Initial Term, by giving the other Parties written notice of termination at thirty (30) days prior to the termination date. Any Party may declare a default hereunder if any Party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The Party declaring a default shall notify the other Parties of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of thirty (30) days, performance shall commence within thirty (30) days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

Section 12. Notice. All notices shall be in writing and given by (1) email with receipt determined by the date sent, or (2) certified mail with return receipt requested, with receipt determined by the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the addresses of the Parties shall, unless changed as hereinafter provided, be as shown as follows:

If to Districts: River Rock Trails Municipal Utility District No. 1 of Rockwall County
River Rock Trails Municipal Utility District No. 2 of Rockwall County
c/o Coats | Rose, P.C.
Attention: Mindy L. Koehne
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
Email: *mkoehne@coatsrose.com*

If to City: City of McLendon-Chisholm
1345 West FM 550
McLendon-Chisholm, Texas 75032
Attention: Jim Simmons, Fire Chief
Email: *firechief@mclendon-chisholm.com*

The Parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen (15) days written notice to the other party.

Section 13. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by any Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Parties of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 14. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties hereto.

Section 15. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

Section 16. Assignment. The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Parties hereto.

Section 17. Liability. The City shall not be liable to the Districts or any other person for its decisions in the manner or method of providing for Fire Protection Services or EMS under this Agreement. This Agreement is not intended to waive or alter any defense or immunity the City has under State law for claims arising from the performance of this Agreement, including the failure to provide or the method of providing Fire Protection Services or EMS under this Agreement.

Section 18. Entire Agreement. Upon execution of this Agreement by all Parties, this Agreement shall constitute the entire agreement between the Parties for the provision of Fire Protection Services and EMS.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the City and District have executed this Fire Protection Agreement in multiple counterparts as of the date and year first listed above, to be effective on the Effective Date as specified in this Agreement.

**RIVER ROCK TRAILS MUNICIPAL UTILITY
DISTRICT NO. 1 OF ROCKWALL COUNTY**

By: Courtney Beck

Name: Courtney Beck

Title: President

Date: 02/29/2024

**RIVER ROCK TRAILS MUNICIPAL UTILITY
DISTRICT NO. 2 OF ROCKWALL COUNTY**

By: DBurke

Name: Dustin Burke

Title: Assistant Secretary

Date: March 20, 2024

CITY OF MCLENDON-CHISHOLM, TEXAS

By: 

Name: Keith Short

Title: Mayor

Date: April 9, 2024

EXHIBIT "A"

Property Description

LEGAL DESCRIPTION

(1,867.594 ACRES)

BEING a parcel of land located in Rockwall County, Texas, a part of the Franklin Banguss Survey, Abstract Number 7, and being all of that called 1,225.721 acre tract of land described in deed to DMDS Land Company, LLC. as recorded in Document Number 2020-3529, Official Public Records of Rockwall County, Texas, and also being all of that called 641.6711 acre tract of land described in deed to DMDS Land Company, LLC. as recorded in Document Number 2020-30685, Official Public Records of Rockwall County, Texas, and being further described as follows:

BEGINNING at a 5/8 inch iron rod in concrete found at the south corner of said 1,225.721 acre tract, said point being the most easterly northeast corner of that tract of land described by deed to Tate Hereford Farms, Ltd, recorded in Volume 1787, Page 143, Official Public Records of Rockwall County, Texas, said point also being in the northwest right-of-way line of Farm-To-Market 548 (a called 80 foot wide right-of-way);

THENCE along the southwest line of said 1,225.721 acre tract and along the northeast line of said Tate Hereford Farms tract as follows:

North 46 degrees 02 minutes 47 seconds West, 1,143.20 feet to a point for corner, from which a metal post bears South 52 degrees 29 minutes 00 seconds West, 3.6 feet;

North 43 degrees 37 minutes 39 seconds East, 2,180.92 feet to an 8 inch metal post found for corner;

North 69 degrees 24 minutes 48 seconds West, 1,158.63 feet to an 8 inch wood post found for corner;

North 64 degrees 29 minutes 24 seconds West, 896.96 feet to an 8 inch metal post found for corner;

North 33 degrees 56 minutes 08 seconds West, 255.35 feet to a five-eighths inch iron rod with cap stamped "Peloton" found for corner;

North 71 degrees 23 minutes 40 seconds West, 190.98 feet to a five-eighths inch iron rod with cap stamped "Peloton" found for corner;

North 58 degrees 05 minutes 36 seconds West, 338.88 feet to a five-eighths inch iron rod with cap stamped "Peloton" found for corner;

North 39 degrees 26 minutes 36 seconds West, 468.77 to a point for corner in a pond, said point being the north corner of said Tate Hereford Farms tract, said point also being in the southeast line of said 641.6711 acre tract;

THENCE along the southeast line of said 641.6711 acre tract as follows;

South 60 degrees 13 minutes 05 seconds West, 544.12 feet to a point for corner;

South 59 degrees 30 minutes 58 seconds West, 228.90 feet to a point for corner;

South 68 degrees 38 minutes 55 seconds West, 2,950.50 feet to a point for corner, said point being the south corner of said 641.6711 acre tract, said point also being in the approximate centerline of Edwards Road;

THENCE along the southwest line of said 641.6711 acre tract and the approximate centerline of Edwards Road as follows:

North 45 degrees 51 minutes 52 seconds West, 3,052.43 feet to a point for corner;

North 45 degrees 46 minutes 39 seconds West, 1,818.97 feet to a point for corner;

North 45 degrees 47 minutes 06 seconds West, 1,161.60 feet to a point for corner, said point being the west corner of said 641.6711 acre tract, said point also being in the approximate centerline of Edwards Road;

THENCE along the northwest line of said 641.6711 acre tract as follows;

North 31 degrees 46 minutes 55 seconds East, 662.30 feet to a point for corner;

North 47 degrees 43 minutes 13 seconds East, 385.15 feet to a point for corner;

North 48 degrees 01 minutes 46 seconds East, 401.63 feet to a point for corner;

South 58 degrees 25 minutes 25 seconds East, 282.59 feet to a point for corner;

North 69 degrees 46 minutes 25 seconds East, 686.17 feet to a point for corner;

North 69 degrees 41 minutes 44 seconds East, 959.63 feet to a point for corner;

North 55 degrees 58 minutes 45 seconds East, 470.07 feet to a point for corner;

North 72 degrees 47 minutes 39 seconds East, 993.58 feet to a point for corner, said point being the north corner of said 641.6711 acre tract, said point also being in the southwest line of said 1,225.721 acre tract;

THENCE North 46 degrees 01 minutes 37 seconds West, along the southwest line of said 1,225.721 acre tract, at 2,542.73 feet passing a five-eighths inch iron rod with cap stamped "Peloton" found as called reference point, in all a total distance of 2,982.11 feet to a point for corner in a pond, said point being the south corner of that tract of land described in deed to Joshua Kahn as recorded in Document Number 2008-400605, Official Public Records of Rockwall County, Texas;

THENCE along the common lines of said 1,225.721 acre tract and said Joshua Kahn tract as follows:

North 44 degrees 00 minutes 28 seconds East, 638.42 feet to a point for corner in a pond;

North 07 degrees 22 minutes 43 seconds West, 131.81 feet to a point for corner in a pond;

South 73 degrees 38 minutes 35 seconds West, 829.49 feet to a point for corner in a pond;

THENCE North 46 degrees 01 minutes 37 seconds West, 638.15 feet to a one-half inch iron rod with cap stamped "Carter Burgess" found at the west corner of said 1,225.721 acre tract;

THENCE North 44 degrees 47 minutes 37 seconds East, 4,032.48 feet to a five-eighths inch iron rod found at the north corner of said 1,225.721 acre tract, said point being in the southwest line of that tract of land described in deed to 2270 Joint Venture as recorded in Document Number 20170000009325, Official Public Records of Rockwall County, Texas;

THENCE along the northeast line of said 1,225.721 acre tract and the southwest line of said 2270 Joint Venture tract as follows:

South 45 degrees 49 minutes 06 seconds East, 9,293.21 feet to a wood post found for corner;

South 43 degrees 44 minutes 19 seconds West, 1,639.10 feet to a wood post found for corner;

South 45 degrees 33 minutes 54 seconds East, 5,060.88 feet to a five-eighths inch iron rod with cap stamped "Peloton" found at the east corner of said 1,225.721 acre tract, said point being in the northwest right-of-way line of Farm-To-Market 548 (a called 80 foot wide right-of-way);

THENCE South 43 degrees 57 minutes 09 seconds West, 4,612.49 along the southeast line of said 1,225.721 acre tract and along the northwest right-of-way line of Farm-To-Market 548 to the POINT OF BEGINNING and containing 81,570,188 square feet or 1,872.594 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83)

**SAVE AND EXCEPT THE FOLLOWING TRACT:
(5.000 ACRES)**

BEING a parcel of land located in Rockwall County, Texas, a part of the Franklin Banguss Survey, Abstract Number 7, and being all of that called 5.000 acre tract of land described in deed to Joshua Kahn as recorded in as recorded in Document Number 2008-400584, Official Public Records of Rockwall County, Texas, and being further described as follows:

BEGINNING at the south corner of said 5.000 acre tract of land;

THENCE along the southeast, northeast, and northwest lines of said 5.000 acre tract as follows:

North 44 degrees 23 minutes 14 seconds East, 406.00 feet to a point for corner;

North 45 degrees 36 minutes 46 seconds West, 72.98 feet to a point for corner;

North 44 degrees 23 minutes 14 seconds East, 332.50 feet to a point for corner;

North 45 degrees 36 minutes 46 seconds West, 213.74 feet to a point for corner;

South 44 degrees 23 minutes 14 seconds West, 332.50 feet to a point for corner;

North 45 degrees 36 minutes 46 seconds West, 74.73 feet to a point for corner;

South 44 degrees 23 minutes 14 seconds West, 406.00 feet to a point for corner, said point being the west corner of said 5.000 acre tract;

THENCE South 45 degrees 36 minutes 46 seconds East, 361.45 feet along the southwest line of said 5.000 acre tract to the POINT OF BEGINNING of this tract of land and containing 217,817 square feet or 5.000 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83)