

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF PFLUGERVILLE AND TRAVIS COUNTY EMERGENCY  
SERVICES DISTRICT #2 FOR  
THE PROVISION OF EMERGENCY MEDICAL SERVICES AT FIRE STATION #3**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between the CITY OF PFLUGERVILLE, TEXAS, a home-rule municipality and political subdivision of the State of Texas (hereinafter referred to as “City”) and the TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #2, TEXAS, an emergency services district operating under Chapter 775 of the Texas Health and Safety Code (hereinafter referred to as the “District”) in order to set forth the terms and conditions under which emergency medical services may be provided from the collocated facility adjacent to Station 3.

**WHEREAS**, the City and the District acknowledge that Travis County ESD2 is currently expanding its facilities at Fire Station #3, currently located at 2301 Kelly Ln. to accommodate quarters for an ambulance crew in a modular building that is not fully supported by the City’s Unified Development Code; and

**WHEREAS**, coordination and cooperative oversight is therefore necessitated between the two jurisdictions; and

**WHEREAS**, the City and the District desire to establish the means for reasonable accommodations to house ambulance personnel and equipment to efficiently and effectively serve residents within the City and the District jurisdictions; and

**WHEREAS**, for adequate mutual consideration which the parties hereby acknowledge as sufficient, the parties desire to set forth in writing the following agreed terms and conditions:

**NOW, THEREFORE**, the City and the District hereby agree as follows:

1. **Statement of Intent.** The purpose of this Interlocal Agreement is to provide for the construction and installation of improvements associated with the EMS Quarters.
2. **City’s Duties and Responsibilities.** The parties agree that City shall:
  - (a) Allow the District to construct certain improvements including a 24’x44’ modular building, associated foundation, and parking for 1 ambulance and 3 passenger vehicles; and
  - (b) Provide for expedited review and inspection services said improvements proposed at the aforementioned location; and
  - (c) Allow for the installation of a pole mounted transformer to serve such improvements.

3. **Travis County ESD2's Duties and Responsibilities.** The parties agree that the District shall:

- (a) Timely submit site development permit and building permit applications for the City's review and approval, of all proposed improvements and construction of the EMS Quarters; and the parties acknowledge that approval of such submitted applications shall not be unreasonably withheld.

4. **Term of Agreement.** The term of this Interlocal Agreement shall begin on the date of execution by both parties of this Agreement, and shall remain in full force and effect until 2031.

5. **General Provisions.** The following general provisions shall apply to this Interlocal Agreement:

- (a) **Interlocal Cooperation.** The City and the District agree to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
- (b) **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- (c) **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative(s) for each party.
- (d) **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including the authority conferred in the Texas Government Code, Chapter 791 ("Interlocal Cooperation Contracts"). Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the City and District.
- (e) **Certification of Essential Function and Interest.** The parties acknowledge that (i) the services specified in this Agreement are necessary and essential for activities that are properly within the statutory functions and programs of the affected local home-rule municipal governments, and (ii) the proposed arrangements serve the interest of efficient and economical administration of the affected local home-rule municipal governments.
- (f) **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.

- (g) **Assignment.** Neither party may assign its rights and obligations under this Agreement.
- (h) **Other Necessary Actions and Instruments.** The parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.
- (i) **No Third Party Beneficiaries.** Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- (j) **No Joint Venture, Partnership, or Agency.** This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the parties hereto.
- (k) **Venue.** Venue for any suit arising hereunder shall be in Travis County, Texas.
- (l) **Duplicate Originals.** This Agreement may be executed in duplicate originals, each of equal dignity.
- (m) **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the City and the District, and due execution hereof by their respective authorized representative(s).

**IN WITNESS WHEREOF**, the authorized representative(s) of the City and the District have executed this Interlocal Agreement on the dates set forth below.

**CITY OF PFLUGERVILLE, TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
 Mayor

By: \_\_\_\_\_  
 City Secretary

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

Date Signed: \_\_\_\_\_

**TRAVIS COUNTY ESD#2**

By: \_\_\_\_\_  
Board President

Date Signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

**FOR TRAVIS COUNTY ESD#2, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Attorney

Date Signed: \_\_\_\_\_