

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTERLOCAL COOPERATION AGREEMENT
FOR EMERGENCY MEDICAL SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES (the “Agreement”) is made and entered into on the ____ day of August, 2018, by and between the County of Collin, Texas, hereinafter referred to as the “County,” and Boat Investments, LP, a Texas limited partnership, hereinafter referred to as “Owner.”

RECITALS

WHEREAS, Owner has filed an application at the Texas Commission on Environmental Quality to form the Collin County Municipal Utility District No. 2, a conservation and reclamation district and political subdivision of the State of Texas (the “District”); and

WHEREAS, Owner, acting on behalf of the proposed District, is seeking to secure Emergency Medical Services (as defined below) for the residents of the District; and

WHEREAS, the County has entered into an agreement with American Medical Response (“AMR”) to provide Emergency Medical Services within the County,

WHEREAS, the County, through AMR or an AMR Successor, is willing to provide Emergency Medical Services to the land located within the boundaries of the District, as described in Exhibit “A” attached hereto, under the terms provided herein; and

WHEREAS, Owner, acting on behalf of the proposed District, believes that it is in the best interest of the District’s residents and property owners to enter into this Agreement whereby residents within the District pay to the County the amounts provided herein to assist in funding Emergency Medical Services.

AGREEMENT

NOW THEREFORE, the County and Owner, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

Section 1. Purpose. The purpose of this Agreement is to contract with the County to provide Emergency Medical Services to the residents in the District in return for payment of an Emergency Medical Services fee, in accordance with this Agreement.

Section 2. Definitions. In this Agreement:

“AMR” means American Medical Response.

“AMR Successor” means any Emergency Medical Services provider chosen by Collin County as a successor to AMR during the term of this Agreement.

"County" means the County of Collin, Texas.

"District" means Collin County Municipal Utility District No. 2 in the process of creation by the Texas Commission on Environmental Quality.

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

“Emergency Medical Services” or "EMS" means flight and ground emergency and non-emergency medical transportation services and medical dispatch provided by the County.

"Parties" means Owner and the County until the District is created and Owner assigns this Agreement to the District as provided in Section 15.

"TCEQ" means the Texas Commission on Environmental Quality.

Section 3. Effective Date and Term.

(a) The Parties recognize that before this Agreement becomes effective, Owner or the District must develop a 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 District call an election and obtain voter approval of the Plan and this Agreement. The 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. Owner shall further assign this Agreement and the obligations contained hereunder to the District upon its creation, at which point this Agreement will be between the District and the County per the Interlocal Cooperation Act, ch. 791 Texas Government Code.

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

(c) Once effective, the Agreement will continue for a period of one (1) year from the Effective Date. This Agreement shall automatically renew for successive one-year periods unless otherwise terminated in accordance with the terms of this Agreement. The County may terminate by providing the District with at least 30 days’ written notice prior to the end of the initial term or any renewal term or as otherwise set forth in section 8. The District may terminate by providing the County with at least 30 days’ written notice prior to the end of the initial term or any renewal term or as otherwise set forth in section 8, but only on the precondition that the District has entered

into an agreement with another emergency medical services provider to provide emergency medical services to the residents of the District upon the termination of this Agreement

Section 4. Emergency Medical Services.

(a) The Parties hereby agree that for and in consideration of the monies to be paid by the District, as hereinafter set forth, the County shall provide the District and its 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 County will provide EMS to residents and property owners within the District, including, any land that is added to the District from time to time. The County will provide EMS to residents in the District in the same manner and with the same standard of care as it would to those residents located in other areas of County coverage. Nothing in this Agreement shall preclude County from meeting its EMS obligations hereunder by and through a contractual arrangement with a third-party duly licensed EMS provider, including AMR or an AMR Successor.

(c) The District assumes no responsibility for the reliability, promptness, or response time of the County. The District's sole obligation for provision of EMS to its residents is to make payments as described below.

Section 5. Personnel. The County shall provide (either itself or pursuant to a third-party contract) all required personnel (volunteers and future employees) who meet, at least, minimum state qualifications to perform the EMS required by this Agreement. The District assumes no responsibility for the actions of the County's personnel in performing their EMS duties. The District will make no recommendations and is in no way responsible for the selection, sufficiency or qualifications of the County's personnel.

Section 6. Payment for Emergency Medical Services.

(a) Monthly Payments. In consideration of the County providing EMS, the District agrees to make monthly payments to the County as follows:

(1) Residential Properties. The District shall pay to the County a monthly charge for each single family residential unit in the District that is connected to and receiving service from the District's water supply system on or before the twentieth (20th) day of the immediately preceding month. A residential unit shall mean any building or part of a building designed for permanent occupancy by one family.

(2) Non-residential Properties. The District will also pay the County a monthly charge for each 2,000 square feet or part thereof of building floor area for every "improved non-residential property" located in the District that is connected to and receiving service from the District's water distribution 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 Collin Central Appraisal District. However, the monthly charge provided in this paragraph for improved non-residential property does not apply to, and the District is not obligated to, collect or pay the monthly fee for improved non-residential property owned by the District.

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

(4) The payments hereunder shall be mailed or delivered to the County at:

Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071

(b) Initial Monthly Charge. The initial monthly charge provided for in Sections 6(a)(1) and 6(a)(2) is \$3.00. Such payment shall be due on a monthly basis in the amount the District's operator reports as such single family residential connections and improved non-residential connections on its monthly report to the District. The first payment shall be due on the first day of the month following approval of the Plan by the District voters.

(e) Quarterly Payment Date. The monthly charges required herein shall be collected by District and paid to the County on a quarterly basis, within sixty (60) days after the end of each quarterly period during the term of the Agreement. All quarterly payments shall be paid by the District to the County without notice or demand at the offices of the County, unless the District is notified otherwise.

(f) Minimum Fee Following District Creation. Notwithstanding anything herein to the contrary, in the event the annual fees paid hereunder to the County are less than Five Thousand Dollars (\$5,000.00) for each calendar year from the period beginning with the date of the District's creation, then District shall pay to County a fee equal to the shortfall of the total charges collected and paid to the County, so that the annual payment to the County for EMS Services shall at minimum total Five Thousand Dollars (\$5,000.00).

Section 7. Covenant Regarding Monthly Fees. The District shall impose the requisite mandatory monthly fee on District customers throughout the term of this Agreement.

Section 8. Termination and Default. In the event the TCEQ refuses to form the District or the Plan is not approved by the TCEQ and voters located within the District by December 31, 2019, then the County shall have the right to terminate this Agreement at any time up to the Effective Date. Following the Effective Date, either Party may terminate this Agreement prior to the initial one-year term or any subsequent renewal term, with or without cause, upon thirty (30) days prior written notice to the other Party. Either Party may declare a default hereunder if either 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 Party 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 9. 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 Owner: Boat Investments, LP
 2501 Mayes Road, Suite 100
 Carrollton, Texas 75006
 Attention: Sherman G. Wyman
 Email: *sherman@sgwconsulting.net*

If to District: Collin County Municipal Utility District No. 2
 c/o Coats | Rose, P.C.
 Attention: Timothy G. Green
 14755 Preston Road, Suite 600
 Dallas, Texas 75254
 Email: *tgreen@coatsrose.com*

If to County: Collin County Judge
 Collin County Administration Building
 2300 Bloomdale Rd., Suite 4192
 McKinney, Texas 75071

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 10. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party 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 11. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties hereto.

Section 12. 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 13. Assignment. The Parties agree that this Agreement will be assigned by the Owner to the District upon creation of the District by the TCEQ and upon written notification to the County. Following such assignment the County shall look solely to the District for performance of the Agreement and Owner shall have no further rights or obligations under the Agreement.

In the event Owner sells all or any part of the land described in Exhibit "A" prior to the date the District is created, Owner may assign all of its rights and obligations under this Agreement to the new owner of such land upon written notice to the County.

Section 14. Liability. The Parties, by executing this Agreement, are deemed to hold harmless and indemnify the other Party for any negligence, errors or omissions of the indemnifying Party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of either Party, with respect to its own negligence, errors and omissions. Each Party, therefore, remains solely liable for its own sole negligence, errors or omissions. Such indemnification extends not only to the actual Party, but all employees, agents, volunteers and parties acting on its behalf. The Parties to this Agreement are not deemed to be agents of the other for purposes of this Agreement.

Section 15. Entire Agreement. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire agreement between the Parties for the provision of EMS.

Section 16. Confidentiality of EMS Records. The Parties each agree to comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records, including but not limited to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its implementing regulations, as amended, Texas Health & Safety Code §773.091 and all other applicable law.

Section 17. Payments from Current Revenues. The Parties each agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party. The Parties each affirmatively find that the performance of this Agreement in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of responsibilities and costs associated with the EMS Services to be provided hereunder fairly and adequately

compensate the performing party for its services or functions performed under this Agreement.

Section 18. No Partnership of Agency. The Parties each understand and agree that District is a separate and independent local government entity for purposes of this agreement, that no partnership or joint venture is formed or agreed upon, and that at no time will District's employees, agents or assignees be deemed for any purpose to be employees, agents or assignees be deemed for any purpose to be employees or agents of County and vice versa.


Section 19. 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 instrument.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the County and the Owner on behalf of the District have executed this Interlocal Cooperation Agreement for Emergency Medical Services in multiple counterparts as of the date and year first listed above, to be effective on the Effective Date as specified in this Agreement.

BOAT INVESTMENTS, LP, a Texas limited partnership

By: **BOAT INVESTMENTS, GP, LLC**, a Texas limited liability company, its General Partner

By: 
Sherman G. Wyman

Its: Sole Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: Keith Self
Name: Keith Self
Title: County Judge
Date: 8/28/18

Executed on this 28 day of August,
2018, by the County of Collin,
pursuant to Commissioner's Court
Order No. 2018-CAS-08-27

ATTEST:

Alaric Mark

EXHIBIT "A"

515.53 ACRES

BEING a tract of land situated in the William W. Bell Survey, Abstract Number 37, the Sarah D. Terry Survey, Abstract Number 890 and the William Johnson Survey, Abstract Number 476, Collin County, Texas and being all that tract of land conveyed to Billy Joe Donihoo according to the document filed of record in Document Number 94-0066486, a portion of that tract of land referred to as Tract Two, conveyed to Tommy Eubanks according to the document filed of record in Document Number 97-0016267, all that tract of land conveyed to Boat Investments, LLC, according to the document filed of record in Document Number 20170626000832040 and all that tract of land conveyed to Jane Sun, Sunny Sun and husband Kevin Lu according to the document filed of record in Volume 6069, Page 1123, deed Records of Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a point in the west line of F.M. Highway 982, for the northeast corner of said Boat Investments tract, same being the northeast corner of this tract;

THENCE with the west line of said F.M. Highway the following eight (8) courses and distances;

South 5°49'08" East, a distance of 431.70 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°10'58", a radius of 2804.79 feet, a chord bearing and distance of South 2°15'09" East, 351.39 feet;

With said curve to the right, an arc distance of 351.62 feet to a point for corner;

South 1°18'03" West, a distance of 1461.03 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 27°34'21", a radius of 703.94 feet, a chord bearing and distance of South 15°05'51" West, 335.50 feet;

With said curve to the right, an arc distance of 338.76 feet to a point for corner;

South 28°54'53" West, a distance of 395.20 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 28°13'26", a radius of 823.94 feet, a chord bearing and distance of South 14°57'00" West, 401.78 feet;

With said curve to the left, an arc distance of 405.87 feet to a point for corner;

South 0°43'18" West, a distance of 2280.21 feet to a point for corner;

South 0°42'52" West, a distance of 558.13 feet to a point for the southeast corner of the above mentioned Sun tract, same being the southeast corner of this tract;

THENCE North 89°01'34" West, with the south line of said Sun tract, a distance of 2046.69 feet to a point in the approximate center of a creek for the southwest corner of said Sun tract and this tract;

THENCE generally along the center of said creek the following six (6) courses and distances:

North 33°21'20" East, a distance of 75.90 feet to a point for corner;

North 31°05'36" West, a distance of 95.40 feet to a point for corner;

North 29°02'47" East, a distance of 68.00 feet to a point for corner;

North 12°37'27" East, a distance of 99.00 feet to a point for corner;

North 1°08'09" West, a distance of 190.10 feet to a point for corner;

North 16°06'17" East, a distance of 67.80 feet to a point in the south line of the above mentioned Boat Investments tract for the northwest corner of the above mentioned Sun tract and an interior "ell" corner of this tract;

THENCE North 89°02'57" West, a distance of 269.73 feet to a point for the southwest corner of said Boat Investments tract and this tract;

THENCE North 0°06'01" West, with the west line of said Boat Investments tract, a distance of 23.35 feet to a point for corner;

THENCE North 0°22'56" East, continuing with said west line, a distance of 2460.63 feet to a point for corner in the south line of the above mentioned Tommy Eubanks tracts for an interior

THENCE North 87°17'04" West, with said south line, a distance of 1542.90 feet to a point for the most southerly southwest corner of said Eubanks tract and a corner of this tract;

THENCE North 3°40'17" East, a distance of 386.79 feet to a point for an interior "ell" corner of said Eubanks tract and this tract;

THENCE North 86°47'55" West, a distance of 324.77 feet to a point for the most northerly southwest corner of said Eubanks tract and a corner of this tract, said corner being in the east line of County Road #437, a.k.a. Pecan Drive;

THENCE with the east line of said County Road #437 the following five (5) courses and distances:

North 22°34'50" West, a distance of 22.66 feet to a point for corner at the beginning of a nontangent curve to the right having a central angle of 25°58'32", a radius of 872.20 feet, a chord bearing and distance of North 9°11'34" West, 392.04 feet;

With said curve to the right, an arc distance of 395.42 feet to a point for corner;

North 4°01'13" East, a distance of 1106.07 feet to a point for corner;

North 1°30'18" East, a distance of 2081.48 feet to a point for the south end of a corner clip and being the most southerly northwest corner of said Donihoo tract and this tract;

North 50°37'03" East, with said corner clip, a distance of 68.37 feet to a point for a corner, said point being in the south line of F.M. Highway 546, a.k.a. East Lucas Branch Road, at the north end of said corner clip and being the most northerly northwest corner of said Donihoo tract and this tract;

THENCE with the south line of said F.M. Highway 546 the following two (2) courses and distances:

South 88°39'12" East, a distance of 1183.00 feet to a point for corner at the beginning of a nontangent curve to the left having a central angle of 13°27'31", a radius of 1477.33 feet, a chord bearing and distance of North 84°16'24" East, 346.22 feet;

With said curve to the left, an arc distance of 347.02 feet to a point for the most westerly northeast corner of said Donihoo tract and a corner of this tract;

THENCE South 88°36'18" East, leaving said south line, with the north line of said Donihoo tract, a distance of 446.89 feet to a point for the northeast corner of said Donihoo tract and a corner of this tract;

THENCE South 1°17'55" West, with the east line of said Donihoo tract, a distance of 1020.28 feet to a point for the northwest corner of the above mentioned Boat Investments tract and being an interior "ell" corner of this tract;

THENCE South 89°19'18" East, with the north line of said Boat Investments tract, a distance of 908.30 feet to a point for corner;

THENCE South 89°14'23" East, continuing with said north line, a distance of 1498.97 feet to the **POINT OF BEGINNING** and containing 515.53 acres or 22,456,507 square feet of land, more or less.
