



**AGENDA  
CITY COUNCIL MEETING  
MARCH 24, 2026**

**1371 WEST FM 550 - McLendon-Chisholm, Texas 75032 5:30 PM**

1. CALL TO ORDER
2. EXECUTIVE SESSION

The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.071 - Consultation with attorney

  - 2.1. Discuss and consider approval of a site plan amendment for a 1.5 acre property generally located at the southeast corner of FM 550 and State Highway 205, Rockwall County Property ID 101321
3. INVOCATION AND PLEDGE
4. RULES OF DECORUM
5. PROCLAMATIONS
  - 5.1. Proclamation of Appreciation - Safe Haven Baby Box
6. CITIZEN COMMENTS
7. CONSENT AGENDA
  - 7.1. Consider approving Minutes for March 10, 2026 City Council Meeting
8. ITEMS FOR DISCUSSION
  - 8.1. Discuss and consider approval of the First Amendment to the Amended Ambulance Services Contract between the Rockwall County Emergency Services Corporation (ESC) and Medic Rescue, Inc. (Rockwall County EMS)
  - 8.2. Discuss and consider approving a resolution adopting an amended fee schedule for all fees and charges assessed and collected by the city
  - 8.3. Discuss and consider approval of a site plan amendment for a 1.5 acre property generally located at the southeast corner of FM 550 and State Highway 205, identified as Rockwall County Property ID 101321, described as Block 1, Lot 1-R, and zoned Planned Development (PD) within the City of McLendon-Chisholm, to remove the previously required fire lane access south

of the property.

8.4. Discuss and consider approval of appointing Mayor Pro-Tem John Powers to serve on the Emergency Service Corporation (ESC) Board as the City's representative.

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

10. ADJOURN

I, Angela Jennings, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., March 17, 2026 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



**MINUTES  
City Council  
March 10, 2026**

**1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 5:30 PM**

**COUNCIL** Mayor Bryan McNeal Mayor Pro Tem John Powers  
**PRESENT:** Council Member Donald Goodwin Council Member Dennis London  
Council Member Arik Towry  
Council Member Rich Dean

**STAFF** Fabrice Kabona, City Manager Michael Halla, City Attorney  
**PRESENT:** Angela Jennings, City Secretary Jeff White, Finance Director  
Peyton Sherman, City Planner Rockwall County Sheriff's Deputy  
Eddie Stough, Fire Chief

1. CALL TO ORDER

**Mayor Bryan McNeal called the meeting to order at 5:30 PM**

2. EXECUTIVE SESSION

The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.071 - Consultation with attorney

**The mayor adjourned the council into Executive Session at 5:32 PM**

3. INVOCATION AND PLEDGE

4. RULES OF DECORUM

**Just a reminder....Your comments are always welcome - there is a lot of hateful speech out there and that type of comments or talk will not be allowed in here. This evening our meeting will honor Sergeant First Class Clark Corley - Infantry 2/5**

5. PROCLAMATIONS

6. CITIZEN COMMENTS

**Mark Russo is up first in Citizens Comments. Wants to point out City Attorney, Michael Halla's birthday and the fact that he got married today!**

7. CONSENT AGENDA

|                     |                               |
|---------------------|-------------------------------|
| <b>RESULT:</b>      | <b>APPROVE CONSENT AGENDA</b> |
| <b>MOTIONED BY:</b> | Mayor Pro Tem John Powers     |
| <b>SECONDED BY:</b> | Council Member Dennis London  |
| <b>FOR:</b>         | 5- Unanimous                  |
| <b>AGAINST:</b>     | 0                             |
| <b>ABSTAIN:</b>     | None                          |

7.1. Consider approving an amendment to the language of Proposition A on Ordinance 2026-01, ordering a special election for the purpose of the Abolition of an additional sales and use tax within the McLenon-Chisholm City Limits at the rate of 0.5 percent and the adoption of a local sales and use tax in McLendon-Chisholm at the rate of 0.50 percent to provide revenue for maintenance and repair of municipal streets.

7.2. Consider approval of Minutes from February 24, 2026 City Council meeting.

8. ITEMS FOR DISCUSSION

8.1. Receive a presentation from Sign Central Media regarding a Kiosk Sign Program.

**After the presentation from Sign Central Media, the council had a few questions: Mayor Pro Tem John Powers and Council Members Arik Towry and Rich Dean agree that the look of the sign is not something that they think fits in with the look of McLendon-Chisholm and want to know if they have or can make a different style Kiosk that will not go against our ordinances.**

**Council Member London asks if by allowing the Kiosk, are they signing an exclusive agreement with the company.**

**The sign representative states that they will look into a different design and send what they come up with to city manager. And yes, if council agrees to the Kiosk, they will be asked to also agree to an exclusive agreement between Sign Central**

## Media and the City.

There were no decisions or votes on this item.

- 8.2. Discuss and consider approval of an ordinance amending Chapter 10, "Subdivision Regulation", of the Code of Ordinances by adding Article 10.04 "ETJ Subdivision Administration and Infrastructure Standards":

Mayor McNeal has City Manager, Fabrice Kabona introduces the item stating that staff recommends approval and then ask Council Member London to continue with his explanation of why he introduced the ordinance. Council Member London explains that the ordinance will not only give a clear direction to those in the ETJ of the City, He states that this ordinance will organize and clarify those existing standards making clear how they apply and how they apply within the city framework. What they do not do is regulate zoning or land use within the ETJ. It does not prohibit development. Confirms subdivision and platt review within the ETJ remains ministerial and based on standards adopted by the city. This only insures that standards are transparent, predictable and consistently administered.

Council Member Towry believes this is something that is definitely needed and thinks it is needed.

There are no other statements and Mayor calls for a vote.

|                     |                       |
|---------------------|-----------------------|
| <b>RESULT:</b>      | Ordinance Approved    |
| <b>MOTIONED BY:</b> | Mayor Pro Tem Powers  |
| <b>SECONDED BY:</b> | Council Member London |
| <b>FOR:</b>         | 5- Unanimous          |
| <b>AGAINST:</b>     | None                  |
| <b>ABSTAIN:</b>     | None                  |

- 8.3. Discuss and consider approval of a Final Plat for the Horizon Lakes subject property, "Infrastructure Phase 1", being 28.95 acres of land within the Horizon Lakes master-planned community. This property is located north of the intersection of Pullen Road and FM 550. Rockwall CAD Property ID 115324 and 115325

Fabrice Kabona, City Manager introduces the item and turns it over to Peyton Sherman, City Planner. Peyton gives the council the specifics of the request and concludes by stating that the staff recommended approval.

|                     |                  |
|---------------------|------------------|
| <b>RESULT:</b>      | APPROVED TO      |
| <b>MOTIONED BY:</b> | MPT John Powers  |
| <b>SECONDED BY:</b> | CM Dennis London |

**BY:**  
**FOR:** 5 - Unanimous  
**AGAINST:** None  
**ABSTAIN:** None

**Prior to the vote John Powers ask Huffins developers representative Matt Atkins with TNP if the portion was in MC was consistent with the MC Comp Plan of 1 acre or more on the lot sizes or has that changed? Mr. Atkins stated that this was still the case.**

8.4. Discuss and consider approval of a final plat for the Horizon Lakes subject property, "Infrastructure Phase 2", being 37.211 acres of land within the Horizon Lakes master-planned community. This property is located north of the intersection of Pullen Road and FM 550. Rockwall CAD Property ID 115324 and 115325.

**RESULT:** APPROVED  
**MOTIONED BY:** MPT John Powers  
**SECONDED BY:** CM Rich Dean  
**FOR:** 5-0 Unanimous  
**AGAINST:** None  
**ABSTAIN:** None

8.5. Discuss and consider approval of a final plat for the Horizon Lakes subject property, " Village 3, Phase 1", being 23.404 acres of land within the Horizon Lakes master-planned community. This property is located North of the intersection of Pullen Road and FM 550. Rockwall CAD Property ID 115324

**RESULT:** APPROVED  
**MOTIONED BY:** None  
**SECONDED BY:** None  
**FOR:** 5 - Unanimously  
**AGAINST:** None  
**ABSTAIN:** None

**Mayor asks Peyton if there is any difference other than the language of the phase. Peyton explains that they are basicly the same.**

8.6. Discuss and consider approval of a Preliminary Plat for the Sonoma Verde subject property "North Tract" being 315.113 acres of land within the Sonoma Verde master-planned community. This property is located NW of Edwards Road in the Sonoma Verde Development. Rockwall CAD Property ID 10076 and 10049

**RESULT:** APPROVED TO

**MOTIONED BY:** MPT John Powers  
**SECONDED BY:** CM Arik Towry  
**FOR:** 5 Unanimously  
**AGAINST:** None  
**ABSTAIN:** None

Prior to the vote, Peyton Sherman gives a quick staff report and recommends approval with condition that Phase 4 A have additional review.

John Powers - Is this part of the 55+ community. Is Del Webb still going to be involved with the 55+.

Arik Towry - ask which phases are the 55+. Phases 1-2 & 3 are all 55+

Rich Dean amends the motions to include the staff recommendation for additional review on Phase 4-A

Arik Towry seconds the motion

Motion Passes - Unanimously.

## 9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

Eddie Stough - update on Smith and Connie, stating that all parties have been notified about the upcoming road repair schedule.

Also, county is working to repair Stevens road. Intersection has wash out and is being evaluated.

Dennis London - Congratulation to M Halla, city attorney and new wife Kathy.

Thank you for letting us be a part of that.

Arik Towry - to M Halla, congratulations.

John Powers - congratulations to M Halla and also thank you to deputy Steve.

Mayor McNeal - Leads council in Happy Birthday to M. Halla.

Fabrice - to M Halla, congratulations and happy birthday. Public is invited to the Egg Drop for Easter on March 28.

**Vendors are welcome and we are still looking for more volunteers.  
Road maintenance will be starting March 16, on Smith and Connie.**

10. ADJOURN

**Mayor adjourns the meeting at 7:12 PM**

[MIN\_SIGNATURES]



## City of McLendon-Chisholm

### Staff Report

**Date:** March 24, 2026

**Agenda Item:** Discuss and consider approval of the First Amendment to the Amended Ambulance Services Contract between the Rockwall County Emergency Services Corporation (ESC) and Medic Rescue, Inc. (Rockwall County EMS).

#### **Background:**

In 2017, the Rockwall County Emergency Services Corporation (ESC), which includes Rockwall County and participating municipalities, entered into a contract with Medic Rescue, Inc., doing business as Rockwall County EMS, to provide exclusive ambulance services throughout the ESC service area. The original agreement was amended and renewed in December 2022, with an effective date of April 1, 2023.

The contract establishes system-wide ambulance service standards, including response time requirements, service coverage areas, reporting requirements, and operational standards for emergency medical services across participating jurisdictions in Rockwall County.

The proposed amendment includes the following primary revisions:

- Removal of Royse City as a participating member jurisdiction in the ESC ambulance service area.
- Updates to the definition of the service area to reflect the remaining participating entities.
- Administrative and contract language updates to ensure continued service delivery for the remaining jurisdictions within Rockwall County.
- Confirmation of the continued provision of ambulance services by Medic Rescue, Inc. under the ESC system for the remaining participating members.

The amendment ensures uninterrupted EMS coverage and maintains system continuity for participating jurisdictions including Rockwall County, Rockwall, Heath, Fate, McLendon-Chisholm, and Mobile City.

#### **Fiscal Impact:**

There is no direct fiscal impact to the City associated with this amendment. The ESC ambulance system operates as a zero-subsidy model funded through service billing rather than municipal general fund contributions.

**Options/Alternatives:**

1. City Council may approve the proposed site plan amendment, as presented.
2. City Council may deny the proposed site plan amendment.

**Recommendation:**

Staff recommends approval of the First Amendment to the Amended Ambulance Services Contract to reflect the withdrawal of Royse City from the system and to ensure continued emergency medical service coverage for the remaining participating jurisdictions.

**Attachments:**

- First Amendment to the Amended Ambulance Service Contract (Redlined version).

**Presenter:** Fabrice Kabona, City Manager



**AMENDED AMBULANCE CONTRACT**



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**1<sup>st</sup> AMENDMENT TO**  
**AMENDEND AMBULANCE SERVICES CONTRACT**

THE STATE OF TEXAS §

~~AMENDEND AMBULANCE SERVICES~~  
**CONTRACT**

COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

An initial version of THIS CONTRACT was entered into as of the 25<sup>th</sup> day of July, 2017 between the **Rockwall County Emergency Services Corporation (the "ESC")**, a local government corporation of the State of Texas, consisting of the Cities of Rockwall, Heath, Fate, Royse City, McClendon-Chisholm, Mobile City, Rowlett and Rockwall County, hereafter referred to as "ESC," acting by and through its Board of Directors or its designee, and **Medic Rescue, Inc., doing business as "Rockwall County EMS"** hereafter referred to as "CONTRACTOR," for the provision of ambulance services for participating member entities of the ESC and Rockwall County, Texas. The original 2017 CONTRACT expired at midnight on September 30, 2022. ~~However, as specified herein, the~~ The CONTRACTOR subsequently requested, and the ESC ~~has granted, a total of five (5) one-year contract extensions as of the date of execution of this amended contract.~~ The original 2017 CONTRACT ~~is was hereby~~ amended and signed on December 15, 2022, and the new "effective date" of ~~this the~~ revised/updated CONTRACT ~~shall be was agreed by the parties to be~~ April 1, 2023. The City of Royse City subsequently took action during the CONTRACT term to end its participation in the previous version of this CONTRACT, and this "1<sup>st</sup> AMENDMENT TO THE AMENDED AMBULANCE SERVICES CONTRACT" is adopted to address that matter without causing a delay in performance of the CONTRACT terms. Said amended Contract shall henceforth read as follows.

**WHEREAS,** ESC is willing to enter into an exclusive ambulance services contract with CONTRACTOR which meets or exceeds the requirements of the ESC Request for Ambulance Proposals, as amended, issued on February 1, 2017, and which meets or exceeds all legal requirements including but not limited to the Local Ordinances of the member jurisdictions of the ESC, provisions of the Texas Health and Safety Code and other relevant Federal, State and local laws, regulations and rules, and

**WHEREAS,** This Contract is for emergency and non-emergency/911 response, and also applies to any ambulance activity that is generated for non-emergency services, or interfacility transfers (IFT) within participating member jurisdictions of the ESC for the term of the CONTRACT.

**WHEREAS,** CONTRACTOR is a highly qualified provider of ambulance services and has the capability to meet or exceed ESC specifications, standards and requirements, and

**WHEREAS,** the regulation of ambulances established through the authority of the ESC and its bylaws, as amended, this contract and other relevant law has been made in the exercise of the sound discretion of the ESC Board, and

**WHEREAS,** the ESC Board finds that such regulations and this contract are necessary for the purpose of promoting the health, safety and general welfare of the community, and

**WHEREAS,** such regulations and this contract are necessary to protect health, life and property, and they apply to all ambulances operating in the streets and public thoroughfares and are made to minimize the hazards and dangers inherent in the operations of ambulances under emergency and other conditions and that public necessity requires that such regulations and contract be adopted to preserve and enforce the health, safety and welfare, and the good order and security of the ESC, its participating member jurisdictions and its inhabitants within the jurisdictions that it serves and represents, and

**WHEREAS,** such regulations and this contract are necessary in order to establish a regulated ambulance services system that can provide state-of-the-art clinical, quality care, with reasonable, reliable response time standards, and

**WHEREAS,** such regulations and this contract are necessary in order to provide more effective system performance through the provision of services by a competitively selected ambulance provider, and

**WHEREAS,** ESC wishes to establish a sole-provider ambulance system, because it is unreasonable to have unnecessarily high rates or public subsidy to make needed improvements to ambulance service in the ESC and its service area, when a more efficiently designed system can achieve the same results at lower cost to citizens, and

**WHEREAS,** The ESC seeks to continue to provide a zero subsidy Ambulance System.

**WHEREAS,** this ambulance system is the most efficient design to achieve the goals of high quality service at the lowest cost to citizens.

**NOW, THEREFORE, CONTRACTOR AND THE COUNTY OF ROCKWALL ESC HEREBY CONTRACT AS FOLLOWS:**

**1. Term**

A. Grant of Authority and Term. Pursuant to the ESC Articles of Incorporation, bylaws and ordinances of its members, which govern Ambulance Service in the Service Area hereinafter referred to as "Ambulance Regulations" and in order to provide for the health, safety and welfare of its members and visitors, the ESC hereby grants CONTRACTOR, as its sole provider, the exclusive and sole right to provide all ambulance services within the ESC specified Service Area (the "Service Area") (See Exhibit A.). CONTRACTOR shall provide ESC with ambulance services outlined in this updated contract for the period commencing on ~~April 1, 2023~~ January 1, 2026, and terminating at midnight on ~~September 30, 2027~~ September 30, [year] ("Term"). This Amended Contract may be extended thereafter by a mutually agreed upon period of time and through approval of the ESC Board (by majority vote) provided that CONTRACTOR meets or exceeds the requirements and complies with the procedures set out in this Contract. This Contract may be terminated in accordance with the provisions set forth below, subject to the terms of the following paragraph B.:

B. System Perpetuity and Member Withdrawal. It is the intent of the participating member entities consisting of the Cities of Rockwall, Heath, Fate, McClendon-Chisholm, Mobile City, and Rockwall County ("Participating Member Entities") that the ESC ambulance system created by the original CONTRACT and subsequent amendments ("ESC Ambulance System") continue to exist perpetually, to the extent allowed by state law. Because unscheduled withdrawal from this CONTRACT may create financial burdens on the ESC, the ESC Ambulance System, and the remaining Participating Member Entities, a Participating Jurisdiction may not take any action to withdraw from this CONTRACT until the end of the current Term, except that a Participating Member Entity may withdraw:

- a. Upon the termination of this CONTRACT (including any extensions thereof); or
- b. After written notice of withdrawal is given in writing to the ESC and each Participating Member Entity not less than eighteen (18) months before the proposed effective date; or
- c. After compliance with the requirements outlined in Section 10, "Major Breach," below.

## **2. Definitions**

**Advanced Life Support (ALS)** is defined under Texas Law as services that may be provided by a Paramedic or higher licensed person.

**Advanced Life Support 2 (ALS-2)** is a reimbursement category in which 3 or more advanced procedures are applied.

**ANI/ALI** means "automatic number identification" and "automatic location information" as used in 911 systems.

**AVL** means Automated Vehicle Location System. CONTRACTOR shall have AVL on all vehicles utilized in performance of this contract.

**Basic Life Support (BLS)** is defined under Texas Law as services that may be performed by persons licensed at a level lower than Paramedic.

For reimbursement purposes, Paramedics may provide ALS or BLS services, reimbursement by The Centers for Medicare and Medicaid Services (CMS) are applied according to the treatment rendered rather than the capability of the providers.

**CAD** means a Computer Aided Dispatch System.

**CAD Interface** means a method of allowing the ESC service area PSAPs (Public Safety Answering Points) to observe specific ambulances and the times they were dispatched and arrived on scene. This may be accomplished through direct CAD-CAD electronic interfaces, an Interface Engine, which is a server that links and translates the CAD systems, by placing a remote CONTRACTOR CAD server connected to each PSAP, or by providing a dash panel (or web portal) display.

**CONTRACT ADMINISTRATOR** is the person appointed by the ESC to oversee the contract, receive reports, and facilitate communication between the Contractor and the ESC Board.

**Critical Care Transports or Specialty Care Transports (CCT or SCT)** are generally reimbursable at higher levels. These are typically interfacility emergencies and may require some specialized equipment and training.

**EMD means Emergency Medical Dispatch**, which is a system of caller interrogation and triage of calls for the purpose of prioritizing them appropriately.

**Emergency Physician Advisory Board (EPAB)** is an option for the ESC that may involve collaboration with the ESC appointed/approved Medical Director regarding protocols, facility capabilities and other clinical issues. The ESC approved Medical Director will work closely with the EPAB, which may include representatives from facilities inside of the county as well as outside of the county that are specialty or frequent patient receipt destinations.

**EMS** stands for “Emergency Medical Services”

**ESC appointed/approved Medical Director** is the physician, specialized in Emergency Medicine, that the ESC authorizes to direct medical protocols and other clinical issues.

**ESC (“authorized”) CAD** stands for the Emergency Services Corporation Computer Aided Dispatch. It refers to the CAD system(s) in use by ESC entities at existing PSAPs (Rockwall PD and Rockwall County Sheriff’s Office) within the ESC service area.

**ESC Service Area** for the purposes of ambulance services performed under the provisions of this Contract is defined as those areas reflected in Exhibit A.

**FRO** stands for “first responder organization.” It refers to emergency response organizations operating within the ESC service area. Members of said organizations may include fire, police and/or EMS-related personnel.

**Interfacility Transfers (IFT)** Any request originating within the service area from a healthcare facility, for patient transport terminating either within or outside the service area.

**KPI** means “Key Performance Indicators” and may include call volume, call processing time, chute time, travel time, time on scene, transport percentages and other variables at the option of the ESC.

**Medical Control Physician** means either the ESC appointed Medical Director or designee, or an online Doctor of Medicine or Osteopathy that communicates with the EMS crew regarding treatment options, medications, transport destinations and other clinical matters. Often the online Medical Control Physician is an on-duty representative of the receiving facility.

**Minor Breach** Minor breach means failure to fulfill any of the terms and conditions of this Agreement which do not amount to a Major Breach, as the term is defined in Section 10 of this Agreement Reasonable time will be given to cure minor breaches. (See Section 10, #13 for more detailed information).

**On Scene** means the moment the ambulance from an authorized ground ambulance actually arrives, “wheels stopped” at the specific address or location dispatched (or staging area, as directed by those on scene upon arrival). In the instance of apartment or business complexes, the "ambulance arrived on scene" status, voice or signal transmission shall not be made until the ambulance arrives at the point closest to the specified apartment, business or other specific address to which it can reasonably be driven.

**PSAP means a Public Safety Answering Point** such as Rockwall Police or the Rockwall County Sheriff’s department.

**Service Area** means the geographical area within the confines of Rockwall County, which consists of the Cities of Rockwall, Heath, Fate, ~~Royse City~~, McLendon-Chisholm, and Mobile City AND any city limit area that exists in a neighboring County. [The Service Area does not include the corporate limits of Royse City.](#)

**Status Plan** means the plan for location, deployment and reassignment of units based on the number on duty and assigned to calls, to maximize system performance.

**QRV means a Quick Response Vehicle (Supervisor Vehicle)**, a non-transporting, but fully equipped EMS vehicle that may increase efficiency by assessing an incident’s severity and either treating the patient at the scene until a transport vehicle arrives, treating then releasing, or releasing the patient Against Medical Advice (AMA).

**Zone** is defined as a geographic area within the ESC Service Area used for the measurement and equalization of response times and deployment. There are four Zones as marked on the map in Exhibit A. From time to time and as the population grows and shifts, the locations, number, and boundaries of the Zones may change. Any changes will be made by mutual agreement of the parties.

### **3. Administration**

Unless specified otherwise in this contract, all services provided under this contract shall be coordinated under and performed to the standards set forth herein. Any inquiries and/or concerns related to the CONTRACTOR's performance under the provisions of this contract shall be directed to the CONTRACT ADMINISTRATOR.

### **4. CONTRACTOR Warranty**

CONTRACTOR represents and warrants to ESC that each of the following statements is true and correct.

- A. **Existing Entities.** CONTRACTOR has been organized and validly exists, under the laws of the State of Texas, as having all the power and authority in Texas to enter and perform its obligations under this Contract and under each instrument described herein to which it is or will be a party.
- B. **Due Authorization.** This Contract has been duly authorized by all necessary actions and has been duly executed by CONTRACTOR. Neither the execution nor compliance with this CONTRACT's terms and provisions (i) requires the approval and consent of any other party, except such as have been duly obtained; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on CONTRACTOR; or (iii) contravenes the corporate charter or bylaws of CONTRACTOR or any other contract or instrument in existence on the date of this Contract to which CONTRACTOR is a party.
- C. **Enforceability.** This Contract constitutes a legal, valid, and binding obligation of CONTRACTOR enforceable against CONTRACTOR in accordance with the terms of this Contract.
- D. **No Claims or Litigation.** To the best of CONTRACTOR's knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency to which CONTRACTOR is a party, questioning the validity of this Contract or any document or action contemplated in this Contract.
- E. **Financial Capability.** CONTRACTOR is fully capable, financially, and otherwise, of fulfilling obligations hereunder.

### **5. CONTRACTOR Rates**

- A. Per Transport Rate. The rates in this Section apply to all ambulance transports and all treat-no-transport services that are a product of this exclusive ambulance services contract and that originate within the corporate ESC limits of the ESC Service Area regardless of destination. The CONTRACTOR will set its maximum average bill, hereafter referred to as "rate," for ambulance service as listed in Exhibit C. The total amount of revenue generated from these services shall be included in the calculation of the maximum average bill for ambulance service. CONTRACTOR may propose lower rates for non-emergency calls, but they must be approved by the ESC Board. See Exhibit C.
- B. Regular and Ordinary Annual Rate Increase. The ESC will annually allow for increases in specific ambulance rate categories reflected in Exhibit C. The CONTRACTOR will receive a rate increase not to exceed a net adjusted maximum of three percent (3%) annually.
  - 1. The maximum average bill ("MAB") chargeable to the public as established in this CONTRACT shall be adjusted annually on October 1<sup>st</sup> of each Contract year.
- C. Rate Adjustments for Extraordinary Circumstances with ESC Board Approval. At any time, and with appropriate supporting documentation, CONTRACTOR may request an additional Per Transport Rate adjustment should an extraordinary circumstance arise which threatens the CONTRACTOR's ability to continue providing service to the ESC. In consideration of any such request, the ESC shall conduct an analysis of the CONTRACTOR's financial position, current market conditions and the CONTRACTOR's justification of the rate change in accordance with this agreement. Rate Changes due to Extraordinary Circumstances that are approved become effective immediately, unless otherwise directed by the ESC.
- D. Rate Adjustments Subject to ESC Board Approval. All extraordinary transport rate adjustments and extraordinary treat-no-transport rate adjustments are subject to approval by majority vote of the ESC Board.

## **6. Renewal**

Following its expiration on September 30, 2027, this Amended Contract may be extended for a period of time mutually agreed upon by both parties and through a majority vote of the ESC board members.

Eligibility. The following general criteria will determine whether the CONTRACTOR is eligible for an extension:

- 1. Compliance, as determined by the CONTRACT ADMINISTRATOR, with CONTRACT performance.
- 2. Financial performance that meets or exceeds CONTRACT expectations.

3. A favorable rating by the Rockwall ESC appointed Medical Director.
4. A favorable customer service rating based on ESC mandated customer surveys.
5. Any other information the ESC deems useful.

#### **7. Ambulance Response and Dispatch Time Requirements**

- A. Ambulance Response Definitions. It is expressly understood by both parties that response time provisions contained within this section may be subject to at least annual review. The following definitions of types of ambulance responses shall apply:
1. Life-Threatening Emergency or Priority 1 Response: Situation determined by the CONTRACTOR's dispatcher, in strict accordance with the ESC appointed Medical Director approved telephone protocols, which would likely result in the loss or quality of life without immediate intervention.
  2. Non-Life-threatening Emergency or Priority 2 Response: Situation determined by the CONTRACTOR's dispatcher, in strict accordance with the ESC appointed Medical Director approved telephone protocols, which requires immediate medical attention but would not likely result in the loss or quality of life without immediate intervention.
  3. Urgent Pre-hospital or Time-sensitive Hospital Transfer or Priority 3 Response: Situation determined by the dispatcher, in strict accordance with the ESC appointed Medical Director approved telephone protocols, in which there is no emergency or danger that would result in the loss or quality of life without immediate intervention but which requires transport by ambulance, or the patient is at an acute care hospital where a physician has determined that the patient's condition warrants immediate transfer to another acute care hospital. Due to the infrequency of this call type, monthly compliance will be calculated using the "last 100 call" rule; meaning response time compliance will be measured using the last 100 sequential responses for that category, system wide.
  4. Scheduled Interfacility Transfer: A request for a patient transfer that occurs at least 4 hours before the requested patient pick up time.
  5. Non-Scheduled Interfacility Transfer: A request for a patient transfer that occurs within less than 4 hours before the requested patient pick up time.
- B. Maximum Allowable Ambulance Response Time. The CONTRACTOR shall operate the ambulance service to achieve compliance ESC-wide for each Priority, each month. The CONTRACTOR shall operate the ambulance service so that ambulances arrive on scene within the following times:

| <b>Priority</b> | <b>Maximum Allowable Response Time (Minutes)</b> |
|-----------------|--|
| 1               | 00:07:59   |
| 2               | 00:11:59   |
| 3               | 00:15:59   |
| 4.              | Within 15:59 of the scheduled pick-up time       |
| 5.              | Within 1 hour of the scheduled pick-up time      |

C. Maximum Allowable Ambulance Response Time ESC-wide and in each Zone.

1. Life-Threatening Emergency or Priority 1 Response. On not less than ninety percent (90%) ESC-wide and ninety percent (90%) percent in each Zone of all presumptively defined life-threatening emergency requests as determined by the CONTRACTOR's dispatcher in strict accordance with ESC appointed Medical Director approved telephone protocols, and originating within the ESC, the CONTRACTOR shall produce an ambulance response time of seven minutes, fifty-nine seconds (479 seconds) or less.
2. Non-Life-Threatening Emergency or Priority 2 Response. On not less than ninety percent (90%) ESC-wide and ninety percent (90%) percent in each Zone of all presumptively defined non-life-threatening emergency requests, as determined by the CONTRACTOR's dispatcher in strict accordance with ESC appointed Medical Director approved telephone protocols, and originating within the ESC, the CONTRACTOR shall produce an ambulance response time of eleven minutes, fifty-nine seconds (719 seconds) or less.

D. Maximum Allowable Ambulance Response Time ESC-wide.

Urgent Pre-hospital or Time-sensitive Hospital Transfer or Priority 3 Response: On not less than ninety percent (90%) ESC-wide of all presumptively defined time-sensitive requests from an acute care hospital or situation determined by the CONTRACTOR's dispatcher, in strict accordance with ESC appointed Medical Director approved telephone protocols, and originating within the ESC, the CONTRACTOR shall produce an ALS transport capable ambulance response time of fifteen minutes, fifty-nine seconds (959 seconds) or less.

- E. Equalize Ambulance Response Time Performance. No Zone shall be consistently subject to substandard emergency response time performance. CONTRACTOR will obtain not less than ninety percent (90%) response time compliance performance for Priority 1 and 2 (each Priority tabulated separately) responses in

each of the four (4) Zones as shown on Exhibit A which is incorporated herein for all purposes.

Three (3) such consecutive failures in any Zone, or four (4) such nonconsecutive failures in any Zone during any twelve (12) month period will be defined as a Major Breach.

F. Ambulance Response Time Calculations.

1. All Responses:

- a. Only requests for ambulance service originating in the ESC service area, including transport, no-transport and mutual aid received calls, shall be included in response time calculations and be subject to Late Response Liquidated Damages. Responses originating outside of the ESC service area shall be reported but are not subject to response time requirements. When multiple ambulances are dispatched to a single incident, the arrival time of the first advanced life support ambulance to arrive shall be the on- scene time used in the response time calculation for that incident Response times of additional units shall be excluded from compliance calculations. However, arrival times associated with any/all subsequent responding units shall also be documented and reported.

Priority 3 calls may only be deemed “on time” upon arrival of a transport capable Advanced Life Support Ambulance. This shall not bar the CONTRACTOR from using a QRV for additional staffing or equipment.

- b. When an authorized ground ambulance not operated by the CONTRACTOR makes a response in the ESC service area at the CONTRACTOR’s request, the response times of that ambulance shall be treated as if it were CONTRACTOR’s own responding ambulance.

If the ambulance transmits an on-scene status to an ESC authorized PSAP CAD, this on-scene time shall be treated as if it was transmitted by the CONTRACTOR’s own ambulance. If the ambulance arrives on scene and does not transmit an on-scene voice or status signal to the ESC approved CAD, upon conclusion of the response and using a recorded telephone line in the ESC authorized Communications Center, the CONTRACTOR shall contact the ambulance provider that supplied the response and ascertain the ambulance on scene, begin transport and end transport times. These times shall immediately be entered in the ESC approved CAD. Any response for which times are entered in the CAD and/or reported on the monthly compliance report that cannot be verified using the ESC PSAP’s audio recording system, unless the ESC PSAP’s audio recording system is verified as being inoperable at the time the CONTRACTOR telephoned the ambulance provider that supplied the response, will be assessed the maximum amount of liquidated damages, as applicable.

Responses received from ambulance providers other than the CONTRACTOR's Rockwall operation and for which response times are reported to the CONTRACTOR using less than six digits (xx:xx:xx), the response time will begin with the same number of digits as reported by the non-ESC ambulance provider. For example, if a response is received on the ESC authorized CAD terminal at 13:00:31 and a mutual aid agency reports an on-scene time of 13:09, the response time will begin with 13:00 and end with 13:09 for a nine-minute (9:00) response.

- c. In situations where the ambulance has responded to a staging area, arrival "on scene" shall be the time the ambulance arrives at the designated staging location.
2. Beginning of the Response Time Calculation.
- a. Priority 1, 2 and 3. For all Priority 1, 2 and 3 ambulance response requests for service, the response time calculation shall begin at the time the Contractor's communication center is made aware of: 1) the location, 2) the nature and 3) the priority to a response regardless of whether an ambulance is available.

The CONTRACTOR shall notify the ESC CONTRACT ADMINISTRATOR of "no ambulances available" instances in writing within five (5) business days after the date of occurrence.

3. Ending of the Response Time Calculation.
- a. All Priorities. The response time calculation shall stop by transmission from CONTRACTOR's ambulance or transmission from an authorized ground ambulance of the "ambulance arrived on scene" verbal or digital status signal to CAD. Such transmission shall not be made until the ambulance arrives at the specific address or location dispatched. In the instance of apartment or business complexes, the "ambulance arrived on scene" status signal transmission shall not be made until the ambulance arrives at the point closest to the specified apartment, business or other specific address, wheels stopped, to which it can reasonably be driven. Arrival on the scene of an FRO unit shall not stop the response time calculation.

If the CAD on scene time stamp transmitted from the ambulance is nonexistent or the CONTRACTOR believes it to be inaccurate, the CONTRACTOR shall request permission to report an alternative time by providing evidence showing the correct on scene time. The mechanisms for verifying the on-scene time, by either the CONTRACTOR or ESC's CONTRACT ADMINISTRATOR, shall be the CAD time stamp transmitted from the ambulance, the verbal on scene, and the time the AVL system documents the ambulance being on scene with speed of zero (0)

miles per hour. If evidence exists that the verbal on scene was transmitted prior to the ambulance coming to a complete stop on the scene, the verbal on scene shall be inadmissible as the on-scene time. In the event of a conflict between the CAD time stamp, verbal on scene and AVL data, resolution of the conflict shall be made by ranking the times in the following order, highest rank first: CAD time stamp transmitted from the ambulance, verbal on scene, AVL system. If the CAD time stamp is nonexistent or is found invalid, the verbal on scene time will be substituted. If the CAD time stamp and/or verbal on scene time are either nonexistent or invalid, the AVL time will be substituted. If data documented by the AVL system shows the CAD time or verbal on scene time reported for any response is invalid, the first time the AVL system documents the ambulance was stopped on scene will be substituted for the on-scene time. Thus, the ESC's CONTRACT ADMINISTRATOR may use verbal recordings and AVL data to prove or disprove the accuracy of the on-scene time reported by the CONTRACTOR for any response. Should CAD time stamps, verbal recordings and/or AVL data disprove data reported by the CONTRACTOR, the ESC CONTRACT ADMINISTRATOR will substitute the more accurate data. The CONTRACTOR may appeal the CONTRACT ADMINISTRATOR's decision in writing to the ESC Board, and the Board's decision (made via a majority vote) shall be final and binding.

In instances when the ambulance fails to report "ambulance arrived on scene", the time when the AVL system indicates that the ambulance was stopped at the dispatched location will be used as the "ambulance arrived on scene" time. If the AVL system does not contain this data, the first verbal communication between the ambulance and dispatch or a unit on scene that indicates that the ambulance was on scene will be used as the "ambulance arrived on scene" time.

4. Upgrades, Downgrades, Reassignments and Disregards.
  - a. Upgrades. If a response is upgraded prior to the first ambulance arriving on scene (e.g., Priority 2 to Priority 1), compliance with response time requirements and liquidated damages will be calculated based on the shorter of:
    - 1) Time elapsed from dispatch time, as specified in this Section, to time of upgrade plus the higher Priority response time standard, or
    - 2) The lower Priority response time requirement.
  - b. Downgrades. Downgrades may be initiated by CONTRACTOR Emergency Medical Dispatchers when information that was not available when the response was dispatched becomes available that indicates, in strict accordance with ESC appointed Medical Director approved telephone

protocols, that the response should have been dispatched at a lower Priority. Downgrades may also be initiated by FRO units, or CONTRACTOR's supervisory personnel arriving on scene prior to the ambulance. Neither CONTRACTOR's responding crews nor supervisors, who are not yet on scene, can downgrade a response. If a response is downgraded prior to arrival on scene of the first ambulance, the CONTRACTOR's compliance with response time standards and liquidated damages will be calculated based on:

- 1) The lower Priority response time standard, if the ambulance is downgraded before it would have been judged "late" under the higher Priority response time standard, or
  - 2) The higher Priority response time standard, if the ambulance is downgraded after it would have been judged "late" under the higher Priority response time standard.
- c. Reassignment Enroute. If an ambulance is removed from a response prior to arriving on scene and another is assigned to the response, the elapsed response time will not end until an ambulance arrives on the scene. Should the response exceed the maximum allowable response time standard, the CONTRACTOR's compliance and liquidated damages will be calculated based on the response time standard applicable as specified above.
- d. Disregarded Enroute. If an ambulance is cancelled (disregarded) enroute prior to an ambulance arriving on scene, and no ambulance is required at the location to which it was dispatched, the response will end at the moment of cancellation. At the moment of cancellation, if the elapsed response time exceeds the response time requirement for the assigned Priority of the call, the ambulance will be determined to have exceeded the maximum allowable response time standard, the response will be counted in the total number of responses used to determine compliance, and the appropriate Liquidated Damages will be assessed. At the moment of cancellation, if the elapsed response time does not exceed the response time requirement for the assigned Priority, the response will not be counted in the total number of responses used to determine compliance.
5. Response Times Outside of the ESC Service Area. Responses originating outside of the ESC service area shall be reported but are not subject to response time requirements and shall not be included in the total numbers of responses used to determine compliance.
6. Each Incident a Single Response. Each incident will be counted as a single response regardless of the number of ambulances that respond. The dispatch time of the first ambulance dispatched and the on-scene time of the first arriving CONTRACTOR's or authorized mutual aid ground ambulance will

be used to compute the response time for the incident. Arrival times of all subsequent ambulances shall be documented and reported monthly to the ESC. Should an ambulance leave the scene with one or more patients and then another request is subsequently made for additional patients, it shall be a separate incident and treated as different call for service.

7. Deviation From Dispatch Protocols. Upon either concurrent or retrospective audit, if the ESC finds that a response was assigned a lower Priority than what would have been assigned had the CONTRACTOR's communications personnel properly followed the dispatch protocols approved by the ESC appointed Medical Director, the response time will be held to the higher Priority standard and will be subject to late response time Liquidated Damages, when applicable. The CONTRACTOR shall not be responsible for errors made solely by ESC, FRO, County or member entity personnel.

- G. Unusual Circumstances. CONTRACTOR shall maintain mechanisms for reserve production capabilities to increase production should temporary system overload persist. In the event of unusual circumstances beyond the CONTRACTOR's reasonable control that affect response time compliance, CONTRACTOR may request from the CONTRACT ADMINISTRATOR an exemption from a response time standard. Unusual circumstances beyond the CONTRACTOR's reasonable control shall be limited to: (i) unpredictable and unusually severe weather conditions or weather events of significant duration, i.e., tornado, severe hail, but not thunderstorm; (ii) declared disasters (iii) periods of unusually high demand for emergency ambulance services; or (iv) other circumstances beyond the CONTRACTOR's reasonable control that are unpredictable or unknowable by the CONTRACTOR.

Unusually high demand for emergency ambulance services, for the purpose of considering exemption requests, shall be defined as follows: For the hour of the week for which an exemption is requested, the CONTRACTOR must demonstrate that at the moment the call was received on the dispatcher's CAD terminal (the ESC authorized PSAP CAD's Entry time), that the number of Priority 1, or 2 ambulance responses dispatched and being worked simultaneously exceeds the product of the following:

$$\text{Overload} = (1.5 \times (1 \text{ standard deviation}) + \text{The Mean rounded up to the nearest whole response}$$

For the entire population of emergency responses for that hour for the past twenty (20) weeks

To support a request for exemption due to unusual circumstances, the CONTRACTOR must demonstrate that: (i) an unusual factor beyond the CONTRACTOR's reasonable control directly contributed to the response delay for

which an exemption is requested, (ii) the CONTRACTOR took reasonable and prudent measures to prepare and staff for situations of which the CONTRACTOR might be reasonably aware (i.e., frozen precipitation forecast in advance requires reasonable efforts in planning), (iii) that the CONTRACTOR utilized a non-emergency cutoff practice consistent with the current System Status Plan on file with the ESC CONTRACT ADMINISTRATOR, including the use of non-dedicated ambulances and mutual aid to achieve the required performance. Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff ambulances and other causes reasonably within the CONTRACTOR's control will not be grounds for granting an exception to compliance with response time standards. If any particular response occurs during a period defined as "overload" and errors by the CONTRACTOR or the CONTRACTOR's employee(s), subcontractors, mutual aid providers or CONTRACTOR provided equipment or technology significantly contribute to the late response, the overload exemption shall not apply to that response.

- H. Request for Exemption from Ambulance Response Time and Dispatch Time Standards. CONTRACTOR must submit a written request for any response time exemption identifying the specific time and circumstances pertaining to the late response(s) at issue. If the CONTRACTOR believes that any response or group of responses should be exempted from response time and/or dispatch time standards required in this Contract and liquidated damages associated with those responses due to "unusual factors beyond the CONTRACTOR's reasonable control," the CONTRACTOR may provide detailed documentation to the CONTRACT ADMINISTRATOR and request that these responses be excluded from ESC-wide and Zone compliance calculations and exempt from liquidated damages. Any such request must be made in writing and received by the ESC CONTRACT ADMINISTRATOR within ten (10) business days after the date of occurrence. The CONTRACT ADMINISTRATOR will review the request and issue a determination. Should the CONTRACTOR dispute the determination made by the CONTRACT ADMINISTRATOR, the CONTRACTOR may make a written appeal to the ESC within five (5) business days of receiving notification of the CONTRACT ADMINISTRATOR's determination to seek a definitive ruling from the ESC. The Board's ruling will be final and binding.
- I. Request to Contest CAD Data. In any instance in which the CONTRACTOR contends that data documented in the dispatch computer's (CAD) searchable fields, or other fields containing response time data, such as dispatch or on scene times, or response Priority are inaccurate, such as when no "ambulance arrived on scene" status signal is received by CAD or is received after the actual on scene time, the CONTRACTOR may present evidence substantiating different data. Detailed documentation substantiating the proposed data, including but not limited to CAD printouts, AVL printouts, and audio recordings, shall be submitted with the request. Any such request must be made in writing and received by the ESC CONTRACT ADMINISTRATOR within five (5) business days after the date of occurrence. The CONTRACT ADMINISTRATOR will review the request and issue a

determination. Should the CONTRACTOR dispute the determination made by the CONTRACT ADMINISTRATOR, the CONTRACTOR may make a written appeal within five (5) business days of receiving notification of the CONTRACT ADMINISTRATOR's determination to the ESC board to seek a definitive ruling. The Board's ruling (made via a majority vote) will be final and binding.

- J. At all times, CONTRACTOR shall provide and adhere to a policy and safety system to improve safe performance of personnel operating its vehicles. Failure to do so may constitute at least a minor breach of the CONTRACT. CONTRACTOR shall provide a copy of its driving and safety policies to the CONTRACT ADMINISTRATOR including its use of training, speed control, intersection encounters, and the use of lights and sirens.

### **8. Liquidated Damages**

A. Liquidated Damages Deemed Reasonable. CONTRACTOR affirms and stipulates that the failure to comply with requirements or standards, such as time, performance, or other measures in this Contract will result in damage to the ESC. This may include risk to public health and safety as well as the cost of employing an emergency replacement contractor and conducting a new RFP process.

Contractor also affirms that it will be impractical to determine the actual value of such damage, whether in the event of delay, non-performance, failure to meet standards, or any other deviation from the terms of the Contract. Therefore, CONTRACTOR and ESC agree as a condition of this Contract that the liquidated damages specified herein are reasonable.

It is expressly understood and agreed that amounts for liquidated damages are not to be considered a penalty but shall be deemed reasonable liquidated damages.

It also is expressly acknowledged and stipulated that the remedies of the ESC, in the event of a default, a Minor Breach, or a Major Breach of any term of this Contract, are not limited to the provisions for liquidated damages.

All liquidated damage amounts may be demanded and withdrawn from the performance security") provided by the CONTRACTOR in accordance with Section 11 of this Contract if payment for liquidated damages are not received by ESC within thirty (30) days of CONTRACTOR's receipt of written notice of the assessment for liquidated damages.

B. Liquidated Damages for Non-Performance.

- 1. ESC-wide Liquidated Damages for Ambulance Response Time Non-Performance. If ESC-wide response time compliance for Priority 1 or 2 responses falls below ninety percent (90%), for any two consecutive months, the liquidated damages in the following chart shall be assessed in addition to any other liquidated damages.

| Priority 1 Compliance | Priority 2 Compliance | Month 2  | Month 3  | Month 4  | Month 5  |
|-----------------------|-----------------------|----------|----------|----------|----------|
| 89%                   | 89%                   | \$2,000  | \$3,000  | \$6,000  | \$12,000 |
| 88%                   | 88%                   | \$4,000  | \$6,000  | \$12,000 | \$24,000 |
| 87%                   | 87%                   | \$6,000  | \$9,000  | \$18,000 | \$36,000 |
| 86%                   | 86%                   | \$8,000  | \$12,000 | \$24,000 | \$48,000 |
| 85%                   | 85%                   | \$10,000 | \$15,000 | \$30,000 | \$60,000 |
| <85%                  | <85%                  | \$15,000 | \$22,000 | \$45,000 | \$90,000 |

ESC may declare CONTRACTOR in Major Breach as defined in Section 10 and may result in removal of the CONTRACTOR and forfeiture of performance security for failure to meet Priority 1 response time requirements for at least ninety percent (90%) of Priority 1 responses ESC-wide; or failure to meet Priority 2 response time requirements for at least ninety percent (90%) of Priority 2 responses ESC-wide for three (3) consecutive months; or for any four (4) months in any twelve (12) consecutive months.

Priority 1 and Priority 2 response time standards function independently of one another so that compliance of either Priority response standard during any month or months shall only be compared with compliance for the same Priority response standard during other months. For example, Priority 1 compliance of 89%, 91%, and 89% in months 1, 2 and 3 respectively; and Priority 2 compliance of 93%, 89%, and 93% in months 1, 2 and 3 respectively *would not* constitute Major Breach. Priority 1 compliance of 89%, 88%, and 89% in months 1, 2 and 3 *would* result in Major Breach.

| Priority 3 Compliance<br>(Last 100 calls,<br>Countywide) | Liquidated Damages |
|--|--------------------|
| 89%  | \$500              |
| 88%  | \$1,000            |
| 87%  | \$1000             |
| 86%  | \$2,000            |
| 85%  | \$2,500            |
| <85%   | \$3,500            |

2. Liquidated Damages for Zone Non-Performance.

Liquidated damages in the following chart shall be assessed in addition to any other liquidated damages if response time compliance for Priority 1 or 2 responses falls below ninety percent (90%) in a Zone or combination of Zones for two consecutive months.

| Compliance | Month 2 | Month 3  |
|------------|---------|----------|
| 89%        | \$1,000 | \$1,500  |
| 88%        | \$2,000 | \$3,000  |
| 87%        | \$3,000 | \$4,500  |
| 86%        | \$4,000 | \$6,000  |
| 85%        | \$5,000 | \$7,500  |
| <85%       | \$7,500 | \$15,000 |

Failure to meet Priority 1 or 2 response time requirements for at least ninety percent (90%) of Priority 1 or 2 responses in a particular Zone or any combination of Zones for three (3) consecutive months, or for four (4) months in any consecutive twelve (12) months, will be defined as a Major Breach and may result in removal of the CONTRACTOR and forfeiture of performance security.

Priority 1 and Priority 2 response time standards function independently of one another, such that compliance with either Priority during any month or months shall be compared only with compliance for the same Priority response standards during other months. Further, compliance of less than 90% in multiple Zones of one (1) Priority during any single month shall be counted as one (1) Zone failure.

For example, Priority 1 compliance of 84% and Priority 2 compliance of 83% in one Zone during January, Priority 1 compliance of 83% in another Zone during February, Priority 2 compliance of 84% during April, Priority 1 compliance of 84% during July, and Priority 1 compliance of 84% in yet another Zone during August would result in assessment of Priority 1 liquidated damages assessments during January, February, July and August, and Priority 2 liquidated damages assessments during January and April. In this example, Major Breach would occur as a result of the August compliance failure.

C. Liquidated Damages for Reporting-related Non-Compliance

When any monthly report required in this Contract is received by the CONTRACT ADMINISTRATOR after the twelfth (12<sup>th</sup>) business day of the month following the month for which the report pertains, the ESC Board by majority vote may assess CONTRACTOR the amount of two hundred and fifty dollars (\$250) for each business day the report is late.

**9. Reports**

CONTRACTOR will prepare and supply/make available to the ESC CONTRACT ADMINISTRATOR a series of verifiable daily, monthly and annual reports. The reports may be made available by electronic means. The reports shall provide system performance information as required and communicated by the CONTRACT ADMINISTRATOR.

**10. Major Breach**

A. DEFINITIONS OF MAJOR BREACH. Conditions and circumstances which constitute a Major Breach of contract by the CONTRACTOR are as follows:

1. Failure of CONTRACTOR to meet the response time requirements for three (3) consecutive months or for any four (4) months in any consecutive twelve (12) months for each Priority, either ESC-wide or for individual Zones;
2. Operation of the ambulance service by CONTRACTOR in a manner that creates an imminent and significant endangerment to the health, safety and welfare of the general public as determined at the ESC's discretion;
3. Accumulation of Liquidated Damages to such an extent that the situation constitutes a case of mismanagement of the Contract by the CONTRACTOR;
4. Failure of CONTRACTOR to operate the ambulance service in a manner which enables the ESC and CONTRACTOR or the ESC or CONTRACTOR to maintain and remain in material compliance with the requirements of applicable federal, state, and local laws, rules, and regulations;
5. Material failure to provide correct and accurate data or falsification of data supplied in connection with all local operations;
6. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period. A lame duck period is defined as any period during which the CONTRACTOR has been fired or not had the contract renewed and the ESC intends to seek offers from other vendors;
7. Failure of CONTRACTOR to cooperate with and assist the ESC after a Major Breach has been declared, even if it is later determined that such breach never occurred or that the cause of such breach was beyond CONTRACTOR's reasonable control;
8. Acceptance by CONTRACTOR or any of CONTRACTOR's employees of a bribe, kick-back, or consideration of any kind in exchange for preferential treatment, favor, or special consideration of any kind, when such action on the part of CONTRACTOR or CONTRACTOR's employees could be reasonably construed as a violation of federal, state, or local law;
9. Payment by CONTRACTOR or any of CONTRACTOR's employees of a bribe, kick-back or consideration of any kind to any federal, state, or local public official in exchange for preferential treatment, favor, or special consideration of any kind, when such action could be reasonably construed to be a violation of any federal, state, or local law;

10. Failure to meet medical standards required in this Contract as determined by the ESC appointed Medical Director;
  11. Failure of CONTRACTOR to maintain insurance in accordance with this Contract;
  12. Failure to maintain performance security as prescribed in this agreement;
  13. Failure of the CONTRACTOR to cure a Minor Breach within fifteen (15) days after written notice from the CONTRACT ADMINISTRATOR;
  14. Failure to maintain equipment in accordance with manufacturer recommended maintenance practices;
  15. Failure of CONTRACTOR to inform CONTRACT ADMINISTRATOR of any CONTRACTOR or CONTRACTOR employee found to be involved in felonious acts or misdemeanor acts of moral turpitude and to immediately suspend such CONTRACTOR or CONTRACTOR employee from participating in the provision of services under this contract;
  16. Failure to furnish key personnel of quality and experience;
  17. Failure to comply with approved rate setting, billing, or collection provisions of this Contract;
  18. Failure to submit required financial statements prepared by a certified public accountant or public accounting firm for CONTRACTOR within the specified timeframe and under the terms and conditions of this Contract or as directed upon reasonable notice by the ESC. The ESC may require an audit, at the expense of the ESC, if it believes it is warranted.
  19. Any other failure of performance, including but not limited to, medical or other standards, as required in this Contract and which is determined at the reasonable discretion of the ESC CONTRACT ADMINISTRATOR to constitute a Major Breach and endanger public health and safety;
- B. Declaration of Major Breach/Provisions for Curing Breach. In the event of a potential Major Breach, after consulting with the ESC Board Officers (President, Vice President, and Secretary), the ESC Board Officers (collectively) may either declare the "Major Breach" and call for a letter to be issued by the CONTRACT ADMINISTRATOR; or they may call a meeting of the full ESC Board to discuss the potential "Major Breach." If the ESC Board meets, after a majority vote of the ESC Board, it is determined that a Major Breach has occurred and that a breach letter should be issued, the ESC CONTRACT ADMINISTRATOR will give the CONTRACTOR written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within ten (10) calendar days of receipt of such notice, the CONTRACTOR will deliver to the ESC CONTRACT

ADMINISTRATOR, in writing, a plan to cure such breach. The plan will be updated, in writing, every ten (10) calendar days until the breach is cured. The CONTRACTOR shall cure such breach within forty-five (45) calendar days of receipt of notice of breach. If the CONTRACTOR fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the ESC Board), or the CONTRACTOR fails to timely deliver the cure plan or updates to the ESC, the ESC may immediately terminate the Contract (via a majority vote of the ESC Board) in accordance with the Contract terms. The ESC Board may also extend this forty-five (45) calendar days provision by a majority vote approval. The CONTRACTOR will cooperate completely and immediately with the ESC to effect a prompt and orderly transfer of all responsibilities to the ESC.

The CONTRACTOR will not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the ESC. Such dispute by the CONTRACTOR will not delay the ESC's access to funds made available by the irrevocable letter of credit. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. CONTRACTOR shall take no legal actions against a disputed finding of default after the transfer of operations to the ESC has been completed. Under no circumstances shall CONTRACTOR otherwise delay the process of transferring operations to the ESC or delay the ESC's access to performance security funds as needed by the ESC to finance such transfer of operations.

Neither CONTRACTOR's cooperation with the ESC's termination of the Contract, nor CONTRACTOR's immediate release of performance security funds to the ESC will be construed as acceptance by the CONTRACTOR of the finding of default. However, failure on the part of the CONTRACTOR to cooperate fully with the ESC to effect a smooth and safe transition shall itself constitute a breach of contract.

- C. Provisions for Emergency Takeover or "Step in Rights". In the event that a Major Breach letter has been issued, as soon as practicable, if it has not already done so, the ESC Board should convene to either agree that the Major Breach has in fact occurred and needs to remain in place; or, the ESC Board should revoke or otherwise remove said Major Breach by a majority vote. If the ESC Board determines that the Major Breach will remain in place, and further determines that public health and safety are endangered, and after CONTRACTOR has been given written notice and the opportunity to correct the deficiency within forty-five (45) days, except in the event of an emergency, the matter shall be presented to the ESC Board for further review and consideration. If after determining that a Major Breach has occurred, the ESC also determines that allowing CONTRACTOR to continue its operations will present an ongoing threat to public health and safety, CONTRACTOR shall fully cooperate with the ESC to accomplish an immediate "Step In" or takeover by the ESC of CONTRACTOR's operations.

Such takeover shall be accomplished within seventy-two (72) hours after such finding of Major Breach and continuing threat to public health and safety. The CONTRACTOR shall not be prohibited from disputing any such finding through litigation, provided, however, that such litigation shall not delay the immediate takeover of operations by the ESC. Neither shall such dispute delay the ESC's access to the funds made available by the CONTRACTOR's performance security instrument.

CONTRACTOR's cooperation with and full support of such emergency takeover, as well as CONTRACTOR's immediate release of performance security funds to the ESC shall not be construed as acceptance by the CONTRACTOR of the finding of Major Breach and shall not prevent CONTRACTOR's right to recovery should a court later find that the declaration of Major Breach was made in error. Failure on the part of the CONTRACTOR to fully cooperate with the ESC during a takeover of operations shall itself constitute a Major Breach, even if it is later determined that the original declaration of Major Breach by the ESC Board was made in error.

- D. Remedies. The existence of a Major or Minor Breach by the CONTRACTOR, whether or not public safety and health are endangered, shall entitle the ESC, upon written request by the CONTRACT ADMINISTRATOR with ESC Board approval (by majority vote), to require the immediate release of all or a portion of the funds secured by the performance security instrument in an amount deemed appropriate by the ESC. Nothing in this section shall limit the ESC's legal remedies under law, including rights and remedies contained elsewhere in this Contract. Notice of declaration of a Major Breach and/or termination shall be made in writing to the CONTRACTOR consistent with the terms of this Contract.

### **11. Performance Guaranty**

Due to the importance of ambulance services to the community, the ESC must do everything possible to eliminate the potential for failure of the ESC ambulance service System. Ambulance service is an essential service, and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the CONTRACTOR's failure.

The ESC will use a combination of performance security provisions to safeguard the public. The CONTRACTOR will execute a three-way lease agreement or standby lease agreement to ensure immediate access by the ESC to all equipment, supplies, and other assets that the ESC determines are necessary for the continued operations of the system. The ESC has the right to terminate the Contract for Major Breach(es) and/or an habitual pattern of Minor Breach(es).

- A. Continuous Service Delivery.

The CONTRACTOR expressly agrees that, in the event the ESC terminates the Contract and takes over the Contract under Section 10. C, the CONTRACTOR will work with the ESC to assure continuous delivery of services regardless of the underlying cause of the Major Breach. The CONTRACTOR agrees that there is a public health and safety obligation to assure that the ESC is able to provide uninterrupted service delivery in the event of default even if the CONTRACTOR disagrees with the determination of Major Breach. Further the CONTRACTOR agrees that if notified by the ESC of a determination of Major Breach and intent to execute an emergency takeover of the system that the CONTRACTOR will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

B. Performance Security Instrument.

The CONTRACTOR will provide to the ESC an annually renewable irrevocable performance letter of credit, performance bond, cash escrow account, or other similar security, in a form acceptable to the ESC. The amount of the security shall be two hundred and fifty thousand dollars (\$250,000) and must be issued by a federally insured (FDIC) banking institution acceptable to the ESC. The security instrument must contain provisions that allow the ESC to draw upon a portion or the full amount at any time during this contract and any extensions thereto upon the ESC's written demand. Because it will be impracticable to determine the actual damages in the event of the CONTRACTOR's failure to perform and the establishment of Major Breach, the parties agree that this is a reasonable amount for total Liquidated Damages. It is expressly understood that the total Liquidated Damages amount is not considered a penalty, but shall be deemed, taken, and treated as reasonable Liquidated Damages.

The Security Instrument is intended to ensure the operation of the ambulance service, including, but not limited to the conduct of a procurement process, negotiation, or related administrative expenses, should the ESC terminate and takeover the Contract because of a Major Breach.

1. Notice of Change. The security instrument shall contain the following endorsement: "At least sixty (60) days prior written notice shall be given to the ESC by the financial institution of any intention to cancel, replace, fail to renew, or materially alter this security instrument. Such notice shall be given by certified mail to the CONTRACT ADMINISTRATOR."
2. Step-In. In the event of a "step-in" by the ESC in accordance with this Contract, the ESC may draw down up to the full amount of the intended performance instrument
3. In the event the ESC elects to terminate this Contract for Major Breach, the following procedure apply:

- The ESC will deliver written notice to the CONTRACTOR.
  - The CONTRACTOR will be permitted a period of time (30 days) to cure the breach.
  - Upon approval by and at the direction of the ESC Board, the CONTRACT ADMINISTRATOR shall issue a formal demand letter to the bank for immediate payment of all or a portion of the amount posted.
4. Rights Reserved. The rights reserved by the ESC with respect to the security instrument are in addition to all other rights of the ESC, whether reserved by this Contract, an Ambulance Ordinance, Commissioner’s Court orders or otherwise authorized by law, and no action, proceeding or right with respect to the performance letter of credit shall affect any other right the ESC has or may have.

**12. Termination Clause**

Notwithstanding any other provision of this Agreement, the CONTRACTOR may provide ESC with ninety (90) days written notice to terminate this agreement for any reason, subject to approval of ESC. If ESC has not selected a suitable contractor replacement at the end of the ninety (90) day period, the CONTRACTOR must continue to provide service on a “per diem” basis beginning on the ninety-first (91<sup>st</sup>) day of the period until such time as a suitable replacement emergency medical services contractor is selected.

**13. CONTRACTOR Facilities and Resources**

- A. Offices. CONTRACTOR shall locate and maintain its current administration office and fleet maintenance facility within the limits of the ESC service area, which includes, but is not limited to, administration, billing contact, and fleet maintenance facilities for its Rockwall County operations. The CONTRACTOR shall notify the ESC in writing, the same day that it makes any restructuring of its company. Additionally, the CONTRACTOR shall provide a written description and rationale for any restructuring and provide written assurance to the ESC that CONTRACTOR will meet its obligations and commitments under this Agreement.
- B. Personnel. At its Rockwall County facility, the CONTRACTOR will house its Chief Operating Officer, General Manager, and other key management personnel. At least one person shall be available from 8:00 a.m. through 5:00 p.m., Monday through Friday, who can answer citizens’ questions.

**14. Dispatch and Radios**

The CONTRACTOR shall furnish and manage ambulance dispatch and communication services. Such services shall include, but not be limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

- A. Interface. CONTRACTOR's communications system, including radios, computer software and other future communications system components, shall fully interface with the radio systems in use in Rockwall County. The Computer Aided Dispatch (CAD) system shall have the capability to receive ANI/ALI and other data as well as interface with any telephone system, the enhanced 9-1-1 system, or other current similar or future upgraded systems. In the event of future system enhancements, CONTRACTOR shall maintain at CONTRACTOR's expense, full interface with such future system as the member jurisdictions of the ESC, at ESC's sole discretion, may institute.
- B. Computer Aided Dispatch (CAD) and AVL Systems. The CONTRACTOR shall ensure CAD interfaces with the ESC's authorized PSAPs, AVL and CAD systems to record all dispatch and response time information for all requests for service, whether actually dispatched or not.

Any other modifications, additions, or custom programming necessary to provide response time compliance reports as required in this Contract shall be the CONTRACTOR's sole responsibility.

- C. Method for Tracking Ambulance Response Times. The CONTRACTOR shall provide an accurate audit trail that efficiently reflects real-time ambulance response times and other response data. The CONTRACTOR shall provide reasonable access to its CAD and EMD systems through at least a dash panel (or web portal) display in the offices of the ESC CONTRACT ADMINISTRATOR and the ESC service area PSAPs. The CONTRACTOR shall provide "administrator" level (master) access to response time-related and system status related data (pertaining to ambulance deployment and associated availability) within the CONTRACTOR's CAD system and/or web portal. This shall include all computerized templates and user definable fields and other tools CONTRACTOR develops for use with the ESC authorized CAD and/or ProQA and AQUA to produce reports required by the ESC CONTRACT ADMINISTRATOR. Should any of these systems be unavailable or for any reason fail to provide the data necessary to verify compliance with Contract requirements, the CONTRACTOR shall immediately notify the CONTRACT ADMINISTRATOR and implement alternate methods for timely providing the ESC with the required data and reports. The CONTRACTOR shall present a plan for alternative methods to the ESC for approval prior to implementation.
- D. ESC MPDS (Medical Priority Dispatch System). CONTRACTOR shall use the Medical Priority Dispatch System protocols authorized by the ESC appointed Medical Director. CONTRACTOR understands that changes to these emergency medical dispatch protocols may be necessary and that the CONTRACTOR, ESC and the ESC appointed Medical Director may discuss such changes. However, the Medical Director has ultimate authority to determine dispatch protocols, including dispatch Priorities. CONTRACTOR understands that ESC appointed Medical Director authorized 9-1-1 call takers will initially process EMS calls.

- E. EMD Certified Trainer. The CONTRACTOR will maintain an EMD Certified trainer to ensure that Rockwall County area 9-1-1 Dispatch Services personnel are familiar with the EMD process.
- F. Dispatch Center Personnel. The CONTRACTOR shall provide adequate staffing and appropriately trained personnel to meet the requirements of this agreement.
- G. Automated Emergency Medical Dispatch. CONTRACTOR agrees to provide technology and fund updates necessary to automate the Emergency Medical Dispatch (EMD) process, when available. CONTRACTOR will provide software and hardware to facilitate call prioritization, dispatch and pre-arrival instructions as approved by the ESC appointed Medical Director. CONTRACTOR will also provide EMD cards, in both English and Spanish, for use in instances of CAD failure. CONTRACTOR agrees to fund updates to the EMD system. CONTRACTOR shall provide access to the dispatch software in the office of the CONTRACT ADMINISTRATOR. CONTRACTOR agrees to maintain a sublicense/software license for the ESC.
- H. Emergency Medical Dispatch Quality Assurance. CONTRACTOR agrees to provide a monthly report of compliance with EMD protocols by CONTRACTOR'S dispatch personnel. This report shall be due monthly to the ESC appointed Medical Director and CONTRACT ADMINISTRATOR, on the twelfth (12) day after the end of each month in the format specified by the ESC appointed Medical Director.

The CONTRACTOR will assign at least one (1) person to participate in the Joint Communications Center Quality Assurance/Improvement process if one is created. CONTRACTOR agrees to provide the necessary funding and training for the appropriate certification of ESC authorized Communications Quality Assurance/Improvement personnel.

- I. CONTRACTOR Ambulance Deployment. The CONTRACTOR shall be responsible for the use of any technology or process for determining optimal deployment of ambulances. CONTRACTOR shall provide computer software technology that will continuously monitor efficiency and compliance within the ESC ambulance system, both overall and within each Zone, and which allows for immediate CONTRACTOR adjustments in ambulance deployment. CONTRACTOR shall provide access to this software, its functionality, and reports in the offices of the CONTRACT ADMINISTRATOR.

The CONTRACTOR is responsible for ambulance resource deployment at all times. Ambulance posting and system status management procedures or plans are not the responsibility of the ESC.

Failure of any technology or process the CONTRACTOR has implemented according to this Contract or by the CONTRACTOR shall not be an exception to response time compliance or Contract performance.

- J. Rockwall County Interoperable Radio Network. The CONTRACTOR shall be an active user of the Rockwall County interoperable radio network, which enables radio communications and transmissions by the CONTRACTOR and other first responder agencies. The CONTRACTOR shall be responsible for ensuring that all radio response communications are conducted on a common channel with other first responder agencies and in accordance with approved countywide radio protocols.

The Contractor will be required to enter into an agreement with Rockwall County to access the Interoperable Radio Network and utilize the equipment. It is the ESC's understanding that Rockwall County has agreed to work with the Contractor to ensure compliance with the Interoperable Radio Network requirements and to provide some radio equipment to facilitate this effort.

**15. Minimum Standards for CONTRACTOR Vehicles, Equipment, Coverage, and Driver Safety**

CONTRACTOR shall employ whatever level of effort is necessary to achieve the response time standards and other performance results required by the terms of this Contract. Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, CONTRACTOR shall minimize comparative variations or fluctuations in response time performance on a daily, weekly, and monthly basis.

The CONTRACTOR shall maintain a total fleet size of not less than one hundred fifty percent (150%) of peak deployment. Rockwall County EMS will apply a modified fluid deployment plan and will move resources based on availability and demand. Please reference the coverage map in Exhibit A, attached hereto and incorporated by reference.

The location of ambulances system-wide shall be determined by the Contractor in order to maintain response time standards in accordance with this contract.

The CONTRACT ADMINISTRATOR shall be notified as soon as reasonably possible any time less than four (4) staffed and response-ready ambulances are on duty and in service. Of the ambulances on duty and in service, at least two (2) must be available for emergency responses after mutual aid is given to neighboring jurisdictions. CONTRACTOR shall assure that at least three (3) MICU ambulances are available for emergency, 9-1-1 calls after a non-emergency transport is dispatched, thus a non-emergency cutoff of three (3).

To be on duty and in service for one (1) unit hour, an ambulance must be fully response ready and staffed by two crew members, one who is a paramedic and one who is

at least an Emergency Medical Technician (EMT), as described herein, who are properly listed in the ESC authorized CAD as staffing the ambulance for at least 30 minutes of any clock hour.

Routine and periodic system status plan modifications, including but not limited to changes in post locations, levels at which various posts are staffed, and around-the-clock coverage levels may be made at the CONTRACTOR's sole discretion to achieve appropriate coverage and response time compliance. However, any "permanent" modifications must be relayed in writing to the CONTRACT ADMINISTRATOR prior to implementation.

Only mechanically sound and serviceable vehicles approved by the CONTRACT ADMINISTRATOR prior to placement into service may be used. No ambulance may have cumulative mileage of more than 325,000 miles.

In addition to ambulances, the CONTRACTOR will provide a supervisor vehicle for supervision of operations and use during mass casualty incidents.

CONTRACTOR shall be responsible for delivering a list substantially in the form of Exhibit B and Exhibit D, Attachment A at any time that ambulances are added or deleted to the system on a dedicated basis.

The CONTRACTOR shall initiate and maintain an ESC approved driver safety program. The CONTRACT ADMINISTRATOR shall have access to driver safety-related training, performance and/or incident records upon written request.

#### **16. Bills and Collections**

The CONTRACTOR will include on all bills for ambulance service, including emergency, non-emergency and treat-no-transport, a telephone number, answered at CONTRACTOR's office (Mon.-Fri., 8 a.m.-5 p.m.) in the service area for citizens to inquire about their bills. Customer service complaints concerning billing or collections shall have a local CONTRACTOR employee assigned to the investigation and resolution of each complaint. The CONTRACTOR shall, within twenty-four (24) hours notification of any customer service complaint, make every effort to make positive contact with the complainant and begin resolution. Errors found to be the fault of the CONTRACTOR shall be resolved within five (5) business days of the time the CONTRACTOR determines an error occurred. The resolution shall include a closure letter sent to the complainant and copied to the CONTRACT ADMINISTRATOR.

The CONTRACTOR shall be responsible for all billings and collections for ambulance service rendered under the terms of this Contract. CONTRACTOR will use all reasonable means to collect payment, including the services of a collection agency. Notwithstanding any other provision of this Contract, the CONTRACTOR shall be entitled to bill the ALS rate except where prohibited by law (e.g., Medicare or Medicaid).

CONTRACTOR will privately bill any patients or individuals who are treated or transported in response to an ESC member employee-initiated request for service or transport. Such request must be within the course and scope of the ESC member employee's official duties and responsibilities, and be within the CONTRACTOR's scope of services as set out in this Contract.

### **17. Public Relations and Education**

CONTRACTOR shall provide emergency medical information and education to citizens of Rockwall County including but not limited to the ESC's emergency medical services system, first aid, CPR, injury prevention and 9-1-1 system information for the duration of this Contract and any extensions at no charge to the ESC. Sufficient classes and events shall be provided to meet public demand. Fees charged to citizens shall be reasonable and competitive within the local market. Documentation of revenue from classes shall be provided to the CONTRACT ADMINISTRATOR with each year's financial statements.

Internet Website. In collaboration with the ESC, CONTRACTOR shall develop an internet website that provides information about the Rockwall County EMS system. The website shall be regularly updated and include a schedule of upcoming public education classes and other events of interest to the public. The website shall allow persons to electronically register for classes and events. The website shall also include a list of continuing education classes available to CONTRACTOR and member jurisdiction employees, including First Responder Organization employees.

### **18. Audit**

A. Annual Financial Statement. Within ninety (90) days after the close of the CONTRACTOR's fiscal year, CONTRACTOR agrees to provide to the CONTRACT ADMINISTRATOR financial statements prepared by a certified public accountant or certified public accounting firm in accordance with generally accepted accounting principles.

Annual certified financial statements shall be submitted for CONTRACTOR's Rockwall operation and shall include a breakdown by service type, including all emergency and non-emergency transports, any future annual subscription program (should one be implemented), public education activities and any other operations.

B. Quarterly Financial Statements. Quarterly income statements for the CONTRACTOR's operation under this Contract shall be provided to the ESC within sixty (60) days of the end of each calendar quarter. The income statements shall be in a format agreeable to the ESC and shall be certified by an independent third party Certified Public Accountant. The financial statements shall include reports of monthly and year to date payer mix, cash income and accounts receivable status. It is understood that the ESC may make these financial statements available to other parties as deemed appropriate.

The CONTRACTOR shall comply with other miscellaneous reporting requirements as may be specified by the ESC.

- C. Document Review. The ESC Board or its designee shall have the right to access and inspect CONTRACTOR's books and records without prior notice. The Rockwall ESC Board or its designee shall have the right to access and inspect the books and records of CONTRACTOR's parent corporation substantially involved in a business relationship with CONTRACTOR. Any audit will be conducted at the expense of the ESC.

### **19. Quality Control**

Quality control inspections or quality improvement processes shall not relieve CONTRACTOR of the responsibility and duty to maintain the equipment, facilities, personnel, and operations strictly in accordance with this Contract and in accordance with the highest standards in the ambulance industry, including applicable laws.

- A. Vehicles, Equipment, and Facilities. In the interest of public safety and health and to review quality, the ESC appointed Medical Director or his/her designee, and/or the CONTRACT ADMINISTRATOR shall have the right to inspect CONTRACTOR's vehicles, equipment, and facilities at any time to ensure that they are properly stocked, equipped, and maintained.
- B. Patient Care Reports. The ESC appointed Medical Director has the right to inspect patient care reports to ensure the quality of medical care. To facilitate this review, CONTRACTOR's personnel shall complete a patient contact report as specified by the ESC appointed Medical Director for all patients for whom care is rendered, regardless whether such patient is transported. CONTRACTOR agrees to make these records available to the ESC appointed Medical Director upon his/her request.

In accordance with all laws regarding patient confidentiality, to ensure that the ESC and ESC appointed Medical Director can conduct thorough quality improvement activities, the CONTRACTOR is required to provide the ESC appointed Medical Director with electronic copies of accurately completed patient contact forms including, but not limited to, correct name, address, date of birth, social security number and signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign) and sufficient information to appropriately document medical necessity. All electronically captured patient data that can be printed out, including but not limited to, EKG, pulse oximetry, capnography measurements of intubated patients, non-invasive blood pressure measurements, drugs administered, and administration times shall be included in the electronic dataset.

Upon Contract award, the CONTRACTOR will implement an Electronic Patient Care Reporting (ePCR) System with integration completed no later than January 31, 2018. The system will include transmission of patient care information to the system and will allow report retrieval capabilities for the ESC appointed Medical

Director and CONTRACT ADMINISTRATOR; regular software and maintenance upgrades as they become available; and initial ePCR training for all ambulance personnel.

After the ePCR system is fully operational, Rockwall County area First Responder Organizations apparatus may be added to the system, with funding determined at that time.

- C. Customer Satisfaction. The CONTRACT ADMINISTRATOR shall have the right to access and inspect information contained in the CONTRACTOR's complaint files, or other files or records collected or maintained for the purpose of determining customer satisfaction and/or quality control.

In addition to customer surveys and outgoing call center activities routinely conducted by the CONTRACTOR the ESC may require an ESC approved customer service survey(s). At least once each year, the ESC may request the CONTRACTOR to send a customer service questionnaire to designated patients or system stakeholders served during a period of up to one month. The CONTRACTOR must provide and send the questionnaire when requested by the ESC. The questionnaire may be sent along with the CONTRACTOR's bills for ambulance service.

## **20. Patient Care Personnel Certifications**

The CONTRACTOR is responsible for ensuring that all its personnel hold valid State, local and other certifications and licenses at all times as required to meet the CONTRACTOR's responsibilities under this Contract. When on duty and in service, ambulances must be staffed by at least two (2) crew members. CONTRACTOR has proposed and ESC accepts that every attempt will be made by CONTRACTOR to staff all ambulances used in emergency 9-1-1 calls with two (2) Paramedics. EMT/EMT-Is will only be utilized when no other Paramedics are available for staffing. At no time will ambulances used in emergency 9-1-1 calls be staffed with less than one (1) Paramedic. Call-in ambulances will be utilized when all regularly scheduled ambulances are busy, to alleviate the use of Mutual Aid. Any change in this configuration will require discussion with the ESC and its appointed Medical Director to secure approval from the ESC Board. In addition to these requirements, all personnel who provide patient care must hold other current and appropriate certifications, licenses and permits as required by the ESC appointed Medical Director.

## **21. Rights and Remedies Not Waived**

The CONTRACTOR contracts and guarantees that the work herein specified shall be completed without further consideration than that provided for in this Contract; and that the acceptance of work herein and the consideration therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Contract. In no event shall any action by the ESC constitute or be construed as a waiver by the ESC

of any breach or default and shall in no way impair or prejudice any right or remedy available to the ESC with respect to such breach or default.

It is further agreed that no right or remedy granted herein or reserved to the ESC is exclusive of any right or remedy herein by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the ESC. Forbearance or indulgence by the ESC shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

## **22. Indemnification and Hold Harmless**

CONTRACTOR covenants and agrees to indemnify and does hereby indemnify, hold harmless and defend the County of Rockwall ESC, its members, including Rockwall County, City of Rockwall, ~~City of Royse City~~, City of McLendon-Chisholm, City of Mobile City, Heath, and City of Fate, and the elected officials, employees, and agents of the ESC, Rockwall County, City of Rockwall, ~~City of Royse City~~, City of McLendon-Chisholm, City of Mobile City, City of Heath and City of Fate, including their elected officials and employees, agents, servants or employees from and against any and all claims for damages or injuries to persons or property of whatsoever kind or character, whether real or asserted, arising out of or incident to the operation of CONTRACTOR's ambulance service and all other of its operations arising under, or otherwise incident to, the provisions of this Contract; and CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during the term of this Contract, arising out of or by reason of the operation of its ambulance service and all other of its operations arising under or otherwise incident to the provisions of this Contract which arise in whole or in part from the negligence of CONTRACTOR, provided however, that ESC is responsible for ESC's negligence, if any, except as provided below. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect the ESC of Rockwall from the consequences of the CONTRACTOR's negligence. Also, it is the express intention of the parties hereto that the indemnity by CONTRACTOR is to protect the ESC and its members including Rockwall County, City of Rockwall, ~~City of Royse City~~, City of McLendon-Chisholm, City of Mobile City, City of Heath and City of Fate, and the elected officials, employees, and agents of the ESC, Rockwall County, City of Rockwall, ~~City of Royse City~~, City of McLendon-Chisholm, City of Mobile City, City of Heath and City of Fate from the consequences of the ESC's own negligence in the event ESC or ESC's employees, officers, officials or agents actions are under the direction of CONTRACTOR or CONTRACTOR's employees, officers, officials or agents. Also, it is understood by CONTRACTOR that such indemnity by CONTRACTOR is to indemnify and protect the ESC from any liability, claims, suits, losses, damages or causes of action due to CONTRACTOR's negligence, error or omission, provided that nothing contained herein shall be construed to create liability against CONTRACTOR, its officers, directors or employees, if it is determined by a Court or jury, as the case may be, that CONTRACTOR, its officers, directors or employees were not negligent in any way. Notwithstanding anything to the contrary which may be contained herein, the provisions of this "Indemnification and Hold Harmless"

paragraph shall not apply to claims, suits, judgments, losses, damages, causes of action or liabilities which arise from or are the result of acts, errors or omissions committed after the ESC has exercised its "step-in rights" pursuant to the provisions of this Contract and the Contingent Lease Agreement executed by the parties unless due to the negligence of CONTRACTOR or CONTRACTOR's employees, officers, officials or agents.

### **23. Insurance and Proof of Insurance**

- A. **Insurance.** CONTRACTOR at its own expense shall purchase, maintain and keep in force insurance which meets or exceeds requirements as set forth in its proposal which will protect it and the ESC from claims which may arise out of or result from CONTRACTOR's operations under the Contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of them may be liable:
1. **Commercial General Liability.** \$1,000,000.00 per occurrence, \$1,000,000.00 products/completed operations and \$2,000,000.00 general aggregate for bodily injury, personal injury, and property damage. This policy shall have no coverages removed by exclusions.
  2. **Automobile Liability.** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
  3. **Workers' Compensation and Employers' Liability.** Will be provided within statutory Employers' Liability policy limits for each accident, but no less than a \$1,000,000.00 policy limit.
  4. **Professional Liability.** Covering the services to be provided under this Contract in the amount of \$1,000,000.00 per occurrence with a minimum \$2,000,000.00 annual aggregate shall be maintained at all times during the term of the Contract.
    - a. If coverage is provided on a "claims made" basis, extended period or "tail" coverage shall be provided for a minimum of one (1) year after the expiration date of the Contract.
    - b. Coverage may be provided through a surplus lines insurance company duly authorized by the Texas State Board of Insurance.
  5. **Excess Liability.** \$1,000,000.00 coverage over all underlying liability policies.
  6. The ESC, including its member jurisdictions' officials, employees and volunteers shall be named as additional insureds on all applicable policies and each policy shall be endorsed with a waiver of subrogation in favor of the

ESC. Required endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf.

7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the ESC.
8. Insurance shall be placed with insurers having a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
9. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the ESC, including its member jurisdictions' officials, employees and volunteers for losses arising from the activities under this Contract.

- B. Certificate of Insurance. At all times during this Contract, CONTRACTOR shall file with the CONTRACT ADMINISTRATOR valid Certificates of Insurance acceptable to the ESC, naming the ESC and the ESC's EPAB (Emergency Physician Advisory Board) and its members, if one is formed, as additional insureds in the amounts and coverages stated above and providing a waiver of all rights of subrogation as listed above.

The parties recognize that it may be impossible or commercially unreasonable for CONTRACTOR to purchase an "occurrence" malpractice policy. If it is not possible to purchase such insurance, CONTRACTOR may purchase "claims made" coverage upon the condition that it also purchases coverage for the four (4) years next following the termination or expiration of this Contract which covers claims made during those four (4) years for actions which occurred during the Contract period.

#### **24. Independent CONTRACTOR**

It is expressly understood and agreed by all parties hereto that CONTRACTOR is an independent CONTRACTOR in its relationship with the ESC. Nothing herein contained shall in any manner at any time be construed to: (1) effect an agreement of partnership or joint venture, or (2) render any party hereto the employee or master of any other party and/or its employees, agents, or representatives.

#### **25. Equipment and Vehicle Sublease Agreements**

- A. Step-In Rights. In order for the ESC to exercise Step-In-Rights under the terms of this Contract, CONTRACTOR will allow a 90-day period of emergency use and maintain a Contingent Lease Agreement, substantially in the form of Exhibit D,

which is incorporated herein for all purposes. The System Assets shall be subject to the Step-In-Rights.

The System Assets include:

1. All ESC provided equipment such as radios;
2. The Ambulances assigned to the exclusive CONTRACT;
3. All onboard medical equipment including, but not limited to, cardiac monitors, infusion pumps, ventilators, and all equipment to maintain state and contract compliance;
4. Electronic Patient Care Records equipment;
5. Supplies and inventory on the vehicles and a reasonable provision for resupply;
6. Any necessary access to Contractor's dispatch system to assure uninterrupted service;
7. Access to personnel for the purposes of interviews by a successor organization
8. Any Interfaces or other arrangements used to transfer calls.
9. Copies of all Mutual Aid and subcontractor contracts or agreements in place at the time of default.

- B. Vehicle and On-Board Equipment Arrangement. The CONTRACTOR may choose to hold title to or lease vehicles and on-board equipment.

If CONTRACTOR holds title to its vehicles and on-board equipment, CONTRACTOR must provide a plan whereby the ESC, at its discretion, can assume immediate control of the ambulances and on-board equipment in the event of breach of Contract, CONTRACTOR-declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, unforeseen cessation of operations, or termination of Contract for whatever reason.

If the vehicles and on-board equipment are leased, CONTRACTOR must provide a plan whereby the ESC is a party to the lease so that immediate control of the vehicles and on-board equipment can be exercised by the ESC, at its discretion, in the event of breach of Contract, CONTRACTOR-declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations.

It is understood between ESC and CONTRACTOR that any Equipment and Vehicle Sublease Agreements shall also be entered into for future rolling stock purchases and other durable medical equipment. These agreements may be modified in the future by mutual written consent of the parties; however, it shall be a requirement of each lease that if the ESC exercises its "step-in-rights" under this Contract, or in the event of the termination or expiration of this Contract, both the vehicles and the equipment shall be transferred to and assumed by the ESC. If ESC selects a successor CONTRACTOR, provisions shall be made for the ESC to transfer both the vehicles and equipment to the ESC-selected CONTRACTOR.

The desired plan shall be subject to the review and approval of the ESC's legal counsel. The executed ownership or lease instrument shall be maintained by CONTRACTOR and copies provided to the ESC.

#### **26. Mutual Aid**

The CONTRACTOR will establish and maintain reasonable and effective written mutual aid agreements with surrounding municipalities, corporations, and other appropriate entities. All mutual aid providers must provide substantially equivalent medical services, and each agreement must be approved by the ESC appointed Medical Director and the ESC. These agreements shall differentiate between disaster aid and aid requested due to system overload. When the CONTRACTOR is asked to send disaster-related mutual aid outside of the ESC service area, the CONTRACTOR shall notify the CONTRACT ADMINISTRATOR at the time it is sending such aid. The CONTRACTOR shall supply an adequate number of unit hours to ensure uninterrupted service to the ESC service area without relying on mutual aid provided for routine emergency responses. This may include calling in additional crews to staff the ESC service area. The CONTRACTOR will request aid from the mutual aid provider(s) that can respond by ambulance to the necessary location in the least amount of time. CONTRACTOR's ambulances shall not be dispatched on mutual aid responses if doing so would reasonably compromise the CONTRACTOR's ability to provide emergency services within the ESC service area in compliance with the terms of this contract. The CONTRACTOR will be held accountable for the performance, including response times, of any mutual aid provider used.

CONTRACTOR will provide a monthly report to the ESC Board describing the mutual aid given and received by the CONTRACTOR. If upon annual review the ESC finds that the CONTRACTOR receives significantly more mutual aid than it provides, thereby avoiding staffing and expense, the ESC may require the CONTRACTOR to enter into negotiations, facilitated by the ESC, to compensate any provider for excess mutual aid. The purpose of this is to preserve mutual aid services that benefit the ESC without asking another jurisdiction or EMS provider to effectively subsidize the CONTRACTOR or the Rockwall EMS System.

#### **27. Emergency Physicians' Advisory Board Fee**

The CONTRACTOR will provide funding for the ESC appointed Medical Director and an Emergency Physicians' Advisory Board (EPAB), through an annual budget set by ESC Board resolution. The option for creation of an EPAB is hereby automatically incorporated into this Contract for all purposes. Increases and decreases in the EPAB budget may cause proportionate (when adjusted for collection rates) increases and decreases in the rate charged by the CONTRACTOR as approved in accordance with this Contract. Any change in this rate must be approved by ESC Board resolution. It is the specific intent of this provision that the reasonable and direct cost of providing medical direction be passed through and funded by user fees. Adjustment to the current rate will consider the then current EPAB budget and the CONTRACTOR's actual collections.

## **28. Medical Authority**

The CONTRACTOR agrees to continuously meet requirements specified in the Texas Administrative Code (Title 25 Part 1 Chapter 157 Subchapter C Rule §157.39. Comprehensive Clinical Management Program Approval) rules for operation, patient treatment protocols, radio and telephone protocols, dispatch protocols and other protocols, policies and/or procedures both currently in force and subsequently promulgated by the ESC appointed Medical Director. The CONTRACTOR agrees to train and certify personnel, and implement medical innovations as required by the ESC appointed Medical Director. The CONTRACTOR agrees to respond in a timely manner to requests for reports and other inquiries made by the ESC appointed Medical Director.

The Contractor will follow the On Scene Medical Authority standards and the Procedures for Scene Management found in the system's Medical Protocols.

## **29. Equal Opportunity and Affirmative Action**

CONTRACTOR, in performing under this Agreement, shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, religion, age, sex, national origin, disability, or any other protected class.

CONTRACTOR will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, disability, or any other protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, as well as access to all facilities necessary for any of the above.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that this clause will be incorporated into all contracts entered with suppliers of materials or services, CONTRACTORS and subcontractors and all labor organizations furnishing skilled, unskilled and craft union-skilled labor, or who may perform any such labor or services in connection with this Agreement.

## **30. Use of ESC Facilities**

CONTRACTOR may request the assistance of the CONTRACT ADMINISTRATOR to negotiate use of ESC member entity's facilities to locate ambulances and crews. Such approval shall be subject to execution of appropriate use agreement(s) between the CONTRACTOR and the ESC entity(ies) and the following conditions:

- A. The ESC entity shall have the right to review and approve any location use requests submitted by the CONTRACTOR.
- B. No modifications, changes or remodeling of any ESC member jurisdiction's facility will occur without the approval of that jurisdiction.
- C. All costs associated with location, accommodation, modifications, changes, remodeling, or any other expense will be borne solely by CONTRACTOR.
- D. The CONTRACTOR agrees that its employees shall abide by all applicable ESC and member jurisdiction's facility rules and regulations.

### **31. Education**

The CONTRACTOR will share responsibilities with the First Responder Organizations for developing and teaching continuing education units/classes (CEUs) necessary for recertification/re-licensure of all EMS personnel.

- A. FRO Training will be provided at each FRO organization's location on at least a quarterly basis on each of the three shifts. Members of other FRO organizations may attend any training session.
- B. First Responders training shall include, at a minimum, continuing education classes and topics relevant to the improvement of emergency medical care and the level of certification of the FRO's employees/members. CONTRACTOR will support the efforts and modify training in the event the FRO seeks a higher level of certification.
- C. CONTRACTOR represents that it will provide more than 200 hours of education/community service a year to the citizens of the County and will maintain that level of education.
  - **CPR Instruction** - The CONTRACTOR shall offer American Heart Association community training programs in CPR instruction to the general public and schools.
  - **School Presentations** - The CONTRACTOR shall create and provide educational presentations specifically targeting school aged children to ensure that each age group leaves with a better understanding and appreciation for EMS. In addition, each year the Shattered Dreams simulation is performed by the local school district(s), and the CONTRACTOR shall participate by providing necessary equipment and staffing.
- D. National Incident Management System (NIMS) Compliance. The CONTRACTOR commits to ensure that all of its employees will have successfully completed the NIMS 100 and 700 training course; and that all persons newly employed personnel will successfully complete said training within thirty (30) days of completing the New Employee Orientation Program.

The CONTRACTOR commits that all of its leadership staff will have successfully completed the NIMS 100, 200, 300, 400, and 700 and 800 training courses.

### **32. Special Events, Mass Gatherings and Other EMS Stand-by Coverage**

The CONTRACTOR is **encouraged** to provide ambulance coverage for special events hosted by community service-oriented organizations. The CONTRACTOR is **required** to provide dedicated ambulance coverage for special events and mass gatherings hosted by ESC entities.

- A. Stand-by Coverage for Public Safety Personnel. Upon request by ESC related law enforcement, fire or dispatch personnel, the CONTRACTOR shall furnish standby coverage at emergency incidents involving a potential danger to on scene personnel or the general public at no charge to the ESC or its member agencies/entities. Once it has arrived at an incident, the on-scene transport capable ambulance shall not be removed from the incident until released by the Incident Commander.
  
- B. Coverage for Special Events and Mass Gatherings.
  1. Ambulance Stand-by. Ambulances providing emergency medical standby coverage at an event to which they are dedicated shall be available for responses only at the event to which they are dedicated and shall not be included in the count of ambulances available for responses ESC-wide. Such ambulances shall be visible to the ESC authorized CAD systems, dispatched to reflect this status, upon arrival report "ambulance arrived on scene" and upon conclusion the dispatcher shall denote such in the CAD, as for any other response.
  2. EMS Personnel Only Standby. For private events, the CONTRACTOR may provide standby coverage without an ambulance utilizing one or more Paramedics or a Paramedic and either an EMT-Intermediate or EMT.
  3. Public Relations at Special Events. Ambulances or CONTRACTOR personnel may be assigned to special events primarily for providing public relations or education. Such ambulances may be dedicated strictly to the event or, if the nature of the event allows the ambulance rapid egress, may simultaneously be available for responses ESC-wide. Ambulances assigned to special events for public relations purposes shall be visible to the ESC authorized CAD, upon arrival report "ambulance arrived on scene", and upon conclusion the dispatcher shall denote such in the CAD, as for any other response. The CONTRACTOR shall report these activities monthly on a Public Relations Activities and Community Service Events report.
  4. Revenue From Standbys. The CONTRACTOR may provide private ambulance and Paramedic/Paramedic, Paramedic/EMT-I or Paramedic/EMT standbys to community service organizations with or

without billing for the service. If billing for a standby within an exclusive area, the charge shall be equal to the rate approved by the ESC for standby services as reflected in Exhibit C. Standbys for which the CONTRACTOR does and does not charge shall be subject to the reporting process as required through the CONTRACT ADMINISTRATOR. Documentation of revenue from standby services shall be reported with the annual financial statements and shall be listed separately from other sources of revenue.

5. Failure to provide prearranged paid standby services for special events and mass gatherings to community service organizations within the ESC's service area, unless specifically exempted in advance by the CONTRACT ADMINISTRATOR, may constitute a breach of Contract.
6. CONTRACTOR shall establish a procedure for both ESC member entities and private organizations to arrange for standby EMS services. This should include a policy, phone number, website access and/or other venues for requesting such services. The website shall provide online submission of requests for standby special events coverage.
7. Charges for standby services in the service areas must be billed at the ESC approved standby rate as reflected in Exhibit C.

### **33. Disaster Assistance and Response**

The CONTRACTOR shall be actively involved in planning, in cooperation with the Rockwall County Office of Emergency Management, for and responding to any declared disaster in the ESC service area. Both a Countywide Mass Casualty Incident Plan and the Emergency Disaster Plan following ICS guidelines have been developed. In the event a disaster within the ESC service area or a neighboring jurisdiction is declared, normal operations shall be suspended, and CONTRACTOR shall respond in accordance with the countywide disaster plan. The CONTRACTOR shall use best efforts to maintain primary emergency services and may suspend non-emergency service as necessary. During a period of declared disaster by the Rockwall County Judge, the ESC Board will not impose performance requirements and penalties for response times.

The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be meticulously tracked and submitted to the appropriate agencies for cost recovery in accordance with TX Division of Emergency Management and/or FEMA (Federal Emergency Management Agency) guidelines. Such marginal costs shall not include costs for maintaining normal levels of service during the disaster but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. The ESC will provide all reasonable assistance to the CONTRACTOR in recovering these costs; however, the ESC shall not be responsible for payments (or non-payments) to the CONTRACTOR.

- A. Participation in Disaster Planning. The CONTRACTOR will continuously remain an active member of all required disaster planning groups and disaster-related training exercises within the ESC service area.
- B. Funding Support. The CONTRACTOR will search for grant funding that may benefit disaster response in and around the ESC service area. Upon Contract award, the CONTRACTOR will initiate work to attempt to secure grant funding for cardiac and stroke initiatives for the ESC service area and member public safety agencies and local healthcare facilities.

**34. Supplies and Equipment**

- A. Medical Supplies. Except for scheduled medications, the CONTRACTOR, upon request from an FRO, shall replenish all like disposable medical supplies used by Rockwall ESC service area first responders during patient care at no cost to the requesting FRO.

It is expressly understood that that CONTRACTOR shall not seek or accept replenishment of medical supplies from local area hospitals and related facilities within the ESC service area without reasonable payment covering the actual undiscounted price of such supplies purchased from any hospital or healthcare organization. Any contract under this provision shall be subject to review by the ESC.

- B. Medical Equipment and Maintenance. The CONTRACTOR shall provide best efforts to standardize and support cardiac monitoring and other clinical equipment in service with ESC area-wide First Responder Organizations.
- C. Medical Waste Disposal. CONTRACTOR will subcontract with an agency appropriately qualified to collect, transport and dispose of all medical waste generated by the Rockwall EMS system. CONTRACTOR shall take all necessary precautions to ensure that its subcontractor follows all applicable rules and regulations pertaining to proper disposal of medical waste.

**35. Return of ESC Area First Responders to Stations**

Following assistance during patient transport to a hospital, the CONTRACTOR will be responsible for returning first responders to their stations or apparatus.

- A. Transports with Rockwall Destinations.
  - 1. If a First Responder Department’s apparatus does not follow the ambulance to the hospital, CONTRACTOR’s shift supervisor will immediately respond to that hospital and pick up the first responder, or the supervisor may permit the ambulance to return the first responder to the station or apparatus.

B. Transports with Destinations Outside of the Service Area.

1. If the system's status and station location permits, the ambulance will be out of service until the first responder is returned to the station or apparatus.
2. If the system's status is low, the ambulance will become available upon entering the ESC service area. At the First Responder Organization's discretion the ambulance will return the first responder to the closest fire station or a mutually agreed upon point where the first responder can be picked up by an apparatus, First Responder Department Supervisor, or the CONTRACTOR's supervisor.

C. Option To Use an Alternative Transportation Method. In all circumstances, first responders have the option of requesting an alternative transportation method instead of waiting for the ambulance to clear the hospital. Any expense incurred as a result will be paid by the CONTRACTOR.

**36. Location of Execution and Performance Venue**

This Contract shall be performed in the Rockwall County ESC Service Area and neighboring areas of Texas. This Contract shall be governed and interpreted by the laws of the State of Texas, the regulations promulgated thereunder and the ordinances and Commissioner's Court Orders of the appropriate jurisdictions in Texas. The parties agree that venue shall lie concerning any dispute involving this Contract in Rockwall County, Texas.

**37. Successors and Assigns**

This Contract is not intended, nor shall it be construed to inure to the benefit of any third person or entity not a party hereto and no right, duty or obligation of the Contractor under this Contract shall be assigned to any person, private association or corporation, not-for-profit corporation or public body, without the prior written consent of the ESC, except pursuant to Mutual Aid Contracts or Disaster Assistance, or as specifically provided for herein. Any change in Contractor's ownership shall, for purposes of this Contract, be considered a form of assignment. The ESC shall not unreasonably withhold its approval of a requested change in ownership so long as the transferee is of comparable experience to provide the services at the performance levels outlined in this Contract.

**38. Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### **39. Headings**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

### **40. Construction of Contract**

Both parties have participated fully in the review and revision of this Contract. Any rule of construction directing that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract.

### **41. Sole Agreement**

This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter unless specifically described herein.

### **42. Notices**

Unless specified otherwise in this Contract, all notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States certified mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for ESC or ESC's CONTRACT ADMINISTRATOR, to:

Jarod Rosson, Emergency Management Coordinator  
ESC (Ambulance) CONTRACT ADMINISTRATOR  
Rockwall County Emergency Management Coordinator  
Rockwall County Sheriff's Office  
972 T.L. Townsend  
Rockwall, TX 75087  
[jrosson@rockwallcountytexas.com](mailto:jrosson@rockwallcountytexas.com)

If intended for CONTRACTOR, to:

Medic Rescue, Inc.  
ATTN: Mitch Ownby  
809 S. Goliad St.  
Rockwall, TX 75087  
[mownby@rockwallems.com](mailto:mownby@rockwallems.com)

With MANDATORY COPY to:

Rockwall ESC Assistant Board Secretary  
C/o: Kristy Teague, City of Rockwall  
385 S. Goliad St.  
Rockwall, TX 75087  
[kteague@rockwall.com](mailto:kteague@rockwall.com)

**43. Other Regulatory Matters**

- A. **Compliance.** The parties will comply with all applicable federal and state laws and regulations including, the federal Anti-kickback and HITECH statutes. No funds earmarked in this Contract shall be used by the ESC in a manner that may violate 42 U.S.C. Section 1320a-7b and the ESC represents that any funds or in-kind services that it receives under this Contract for services provided to the CONTRACTOR are at or below the costs to provide those services.
  
- B. **Compliance Program and Code of Conduct.** CONTRACTOR shall make available a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time to time. CONTRACTOR warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the Anti-kickback Statute.
  
- C. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
  
- D. **Referrals.** It is not the intent of either party that any remuneration, benefit, or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

**[Signature page follows]**

IN WITNESS WHEREOF, the parties hereto have executed this 1<sup>st</sup> Amendment to the Amended Ambulance Contract this 15<sup>th</sup> day of December, 2022 with the same being the an effective date of April 1, 2023.

**COUNTY OF ROCKWALL, TEXAS EMERGENCY SERVICES CORPORATION (ESC)**

\_\_\_\_\_  
BY \_\_\_\_\_  
\_\_\_\_\_  
David Sweet \_\_\_\_\_,  
ESC Board President

ATTEST:

\_\_\_\_\_  
David Billings \_\_\_\_\_, ESC Board Secretary

**MEDIC RESCUE, INC (DBA ROCKWALL COUNTY EMS)**

\_\_\_\_\_  
BY \_\_\_\_\_  
\_\_\_\_\_  
Tim Wolf, President

BY \_\_\_\_\_  
Mitch Ownby, Vice President

ATTEST:

\_\_\_\_\_  
David Billings \_\_\_\_\_, ESC Board Secretary

\_\_\_\_\_  
BY \_\_\_\_\_  
\_\_\_\_\_  
Mitch Ownby, Vice President

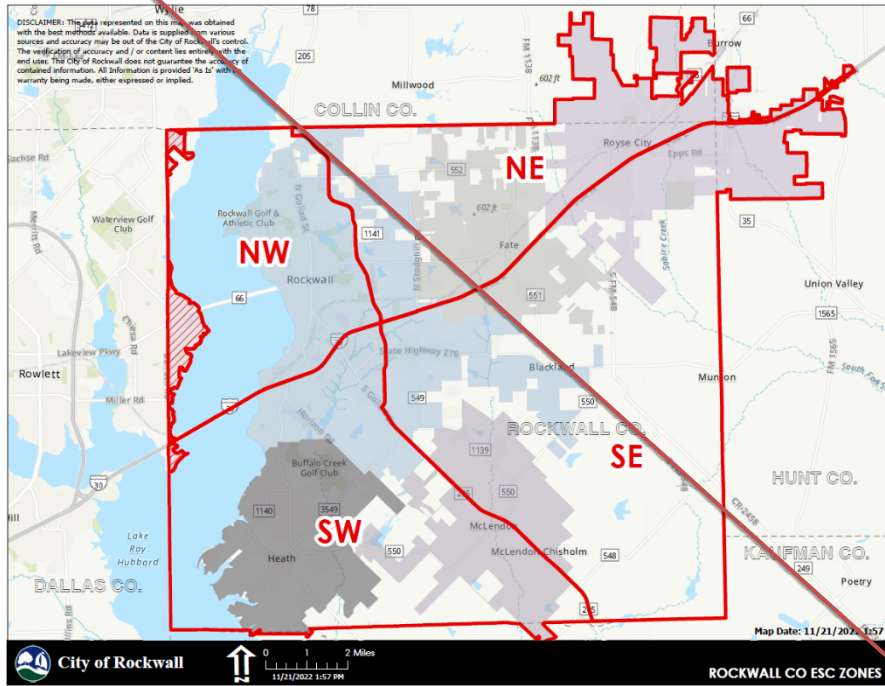
ATTEST:

\_\_\_\_\_  
David Billings \_\_\_\_\_, ESC Board Secretary



**Exhibit A. Response Zones Map**

**Commented [TK1]:** I'm working to update this map at this time. - Kristy - (2-27-26)



This map is subject to at least an annual update.

**Exhibit B. Ambulance Fleet**

| <b>Vehicle ID</b> | <b>Year of Manufacture</b> | <b>VIN</b>        | <b>Mileage</b> | <b>Type I, II, III, 7 Etc.</b> |
|-------------------|----------------------------|-------------------|----------------|--------------------------------|
| M46               | 2022                       | 1GB3WSE71NF244889 | 295            | I                              |
| M45               | 2022                       | 1GB3WSE73NF228404 | 6,464          | I                              |
| M44               | 2019                       | 1FDXE4FS2KDC66448 | 107,117        | III                            |
| M43               | 2019                       | 1FDXE4FS5KDC43178 | 156,449        | III                            |
| M42               | 2019                       | 1FDXE4FS9JDC40007 | 146,166        | III                            |
| M40               | 2018                       | 1FDXE4FS3JDC06967 | 194,402        | III                            |
| M39               | 2017                       | 1FDXE4FS7HDC09526 | 192,753        | III                            |
| M80               | 2021                       | 1FTFW1E50MKD02160 | 29,802         | F150                           |
| M81               | 2021                       | 1FTFW1E50MKD02126 | 21,702         | F150                           |

This is the fleet as of the execution date of this Amended Contract, and it is subject to change/be updated.

**Exhibit C. Rates for Services**

| <b>Rate Description</b>                | <b>Rate Amount</b> |
|--|--------------------|
| BLS Non-Emergency Emergent Transport   | \$1,525            |
| BLS Emergency Emergent Transport       | \$1,525            |
| ALS 1 Non-Emergency Emergent Transport | \$1,655            |
| ALS 1 Emergency Emergent Transport     | \$1,655            |
| ALSA-2 Comprehen Transport             | \$2,150            |
| SCTSpecialty Care Transport            | \$3,850            |
| Mileage                                | \$28.50            |
| Paid Standbys per hour                 | \$225              |
| Public Safety Standbys                 | \$0                |

The rates shown above are in place as of the execution date of this amended contract and are subject to change.

**Exhibit D. Contingent Lease Agreement**

THE STATE OF TEXAS

**CONTINGENT LEASE AGREEMENT**

COUNTY OF ROCKWALL

THIS CONTINGENT LEASE AGREEMENT ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the **ROCKWALL COUNTY EMERGENCY SERVICES CORPORATION BOARD**, a local government corporation of the State of Texas ("Lessee"), and **Medic Rescue, Inc./DBA Rockwall County EMS**, hereafter referred to as "Lessor" or "CONTRACTOR."

WHEREAS, Lessor and Lessee have entered into a Contract for ambulance services ("Contract"), which is incorporated herein for all purposes, which contemplates that the parties would enter into a mutually agreed upon arrangement to facilitate Lessee's "step-in rights" as described in the Contract; and

WHEREAS, in the event of "step-in", Lessor desires to lease certain ambulances and certain items of equipment (collectively "Equipment") specified the CONTRACT attached hereto and incorporated herein for all purposes, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Agreement and based on the Contract; and

WHEREAS, there are no existing security interests or other encumbrances on the Equipment; and

WHEREAS, Lessor and Lessee agree that this Contingent Lease Agreement shall become effective and the Lessee shall lease the Equipment only upon occurrence of the contingency provided in Section 3 hereof in the event of exercise of step-in rights in accordance with the Contract,

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. **Agreement to Lease.** That all matters stated above are found to be true and correct and are hereby incorporated into the body of this Agreement as if copied herein in their entirety. This Agreement sets forth the terms and conditions upon which Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment specified identified as Systems Factors of production within the CONTRACT which shall be updated on a regular basis as provided in the CONTRACT.
2. **Acceptance.** Lessor warrants that the Equipment complies in all respects with the terms and provisions of the Contract. Lessee hereby accepts the Equipment for lease upon and subject to the terms and conditions of this Agreement "as is" and

Lessee hereby agrees to be fully and completely bound by each and all of the terms and conditions hereof.

3. Lessee's Performance Rights and "Step-In Rights". This Agreement shall be contingent and effective solely upon the determination by the Rockwall County Emergency Services Corporation Board that a Major Breach as defined in the Ambulance Contract has occurred and Lessee's "step-in rights" or "performance rights" are activated in accordance with the Contract. Once "step-in rights" are activated by Lessee by delivery to Lessor of a certificate from the CONTRACT ADMINISTRATOR of Lessee certifying that a majority vote of the ESC board members has been made to effectuate an immediate "step-in" or takeover by Lessee pursuant to of the Contract, then Lessee shall have the option, at its sole discretion to take possession and control of the Equipment subject to the terms and conditions of this Agreement.
4. Rent, Lease Term and Renewal. Upon Lessee exercising its performance rights, Lessee shall have the use of the identified assets for a period of 60 days and part of the liquidated damages in the contract and thereafter pay Lessor or Lessor's assignee or successor monthly rent for the Equipment in an amount equal to the fair market monthly rental value of the Equipment ("Rental Payment"), less any offset for amounts due from Lessor to Lessee under the Contract. One such Rental Payment shall be due and payable during the term of this Agreement on or before the first day of each calendar month succeeding the calendar month in which Lessee exercises its performance rights; provided that in the event the term hereof shall end during a calendar month or a subsequent sublease shall be executed, the rent for any fractional calendar month preceding the end of the term of this Agreement or the effective date of the subsequent sublease agreement, as applicable, shall be prorated by days. In addition, Lessee shall pay rent for the fractional calendar month in which Lessee exercises its performance rights prorated by days commencing with the day Lessee takes possession and control of the Equipment. The term of this Agreement ("Lease Term") shall commence on the exercise of Lessee's performance rights hereunder and shall continue for the same period of time as the Contract, unless sooner terminated pursuant to the provisions hereof. The amount of the fair market monthly rental value ("FMMRV") of the Equipment shall be determined by agreement of the Lessor and Lessee. In the event Lessor and Lessee cannot agree upon the fair market monthly rental value of the Equipment within three (3) months of the date when the initial Rental Payment amount or any subsequent adjusted Rental Payment amount becomes due ("Agreement Date"), the fair market monthly rental value of the Equipment shall be determined by the following appraisal process: within ten (10) days after the FMMRV Agreement Date, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party; within twenty (20) days after the FMMRV Agreement Date, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the FMMRV of the equipment and shall submit in writing their determination to both parties within thirty (30) days of the FMMRV Agreement date. The three (3) appraisers' determination of the FMMRV of the Equipment shall be binding upon both Lessor and Lessee when approved by the BOARD.
5. Payment of Rent. The Rental Payments and any other payments under this Agreement shall be payable only from the current revenues of Lessee or any other funding source Lessee should choose and shall be made to Lessor or to Lessor's assignee or successor at Lessor's address shown on the signature page hereof, or at

such other address as Lessor or Lessor's assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.

6. Non-appropriation of Funds. In the event funds are not budgeted and appropriated in any fiscal year of Lessee for Rental Payments due under this Agreement for the then current or succeeding fiscal year of Lessee, this Agreement shall impose no obligation on the Lessee as to such current or succeeding fiscal year of Lessee and this Agreement shall become null and void. No right of action or damage shall accrue to the benefit of Lessor, its successors, or assignees, for any further payments. If the provisions of this are utilized by Lessee, Lessee agrees to promptly notify Lessor or Lessor's assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the Equipment to Lessor or Lessor's assignee or the appropriate entity. In all events, Lessee shall pay Rental payments for each month the Equipment is utilized by the Lessee or an agent of the Lessee.
7. Purchase Option. In the event Lessee has exercised its performance rights upon thirty (30) days prior written notice from Lessee to Lessor ("Purchase Option Notice"), and provided there is no Event of Default (as defined herein) or Incipient Default (as defined herein) then existing Lessee shall have the right to purchase the Equipment by paying to Lessor, on such date, the Rental Payment then due together with an amount equal to the then Fair Market Value ("Concluding Payment") of the Equipment, Fair Market Value of the Equipment shall be determined by agreement of the Lessor and Lessee. In the Purchase Option notice from the Lessee to the Lessor, the Lessee shall indicate what Lessee believes the Concluding Payment amount should be within ten (10) days after receipt of the Lessee's Purchase Option notice. Lessor shall notify Lessee in writing if Lessor disagrees with the Lessee's Concluding Payment amount as specified in the Lessee's Purchase Option notice ("Lessor's Response Notice"). In the event Lessor fails to deliver Lessee's Response Notice within ten (10) days after Lessor's receipt of the Lessee's Purchase Option notice, Lessor shall be obligated to sell the Equipment to Lessee for the Rental Payment then due together with the Concluding Payment amount set forth in Lessee's Purchase option notice. In the event Lessor delivers the Lessor's Response Notice in a timely fashion, then within ten (10) days after Lessee's receipt of Lessor's Response Notice, each party shall select an appraiser and submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after Lessee's receipt of Lessor's Response Notice, the two (2) appraisers so selected by the parties shall select a third appraiser, and the three (3) appraisers shall determine the fair market value of the Equipment and shall submit in writing, their determination to both Lessor and Lessee. Such determination by the three (3) appraisers of the fair market value of the Equipment shall be the Concluding Payment amount and shall be binding upon Lessor and Lessee. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor shall warrant the Equipment is free and clear of any liens created by Lessor. Documentation verifying that any Equipment is free and clear of any liens created by Lessor will be provided to Lessee promptly.
8. Statement of Lease. This Agreement shall constitute a lease of personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor or Lessor's assignee to ensure that the Equipment shall be and remain personal

property. Lessee shall, at its expense, protect and defend the interests of Lessor or Lessor's assignee in the Equipment against all third party claims as a result of Lessee's negligent act, keep the Equipment free and clear of any mortgage, security interest, pledge, lien, charge, claim or other encumbrance (collectively, "Lien"), except any Lien arising solely through acts of Lessor or Lessee's assignee ("Lessor's Lien"); give Lessor or Lessee's assignee immediate notice of the existence of any such Lien; and defend Lessor or Lessor's assignee against any claim, liability, loss damage or expense arising in connection with any of the foregoing.

9. Use. The Equipment set out in Contract which is incorporated herein for all purposes may be subleased to a sublessee for use and operation pursuant to the Contract. The Equipment will be used for providing ambulance services to the Lessee and operated by Lessee and any sublessee in the ordinary conduct of their business by qualified employees and agents of Lessee and of any sublessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. Lessee shall not change, or permit any sublessee to change, the location of any of the Equipment from Rockwall County, Texas without obtaining Lessee's or Lessee's assignee's prior written consent.
10. Maintenance and Alterations. Lessee and any sublessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter and keep in effect during the Lease Term those maintenance agreements with respect to the Equipment required by this Agreement or hereafter required by Lessor or Lessor's assignee. Lessee shall, at its expense, make such alterations ("Required Alterations") to the Equipment during the Lease Term as may be required by applicable legal and regulatory requirements. In addition, Lessee may at its expense, without Lessor's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the Equipment which do not impair the commercial value or originally intended function or use of such Equipment and which are readily removable without causing damage to such Equipment. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws. Any Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's assignee, and all Required Alterations, shall immediately without further action become the property of Lessor or Lessor's assignee and part of such Equipment for all purposes of this Agreement. Other than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. Any prohibited alterations to any of the Equipment shall, at Lessor or Lessor's assignee's election, immediately become the property of Lessor or Lessor's assignee without further action and without Lessor or Lessor's assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein).
11. Return. Unless Lessee elects to exercise its purchase option as provided in this Contingent Lease Agreement hereof, at the expiration or earlier termination of the Lease Term, Lessee shall, at its expense, return such Equipment to Lessor or

Lessor's assignee at Lessor's Rockwall address unless otherwise agreed in writing by Lessee and Lessor.

12. Identification. Lessor shall, at its expense, place and maintain permanent markings on the Equipment evidencing ownership, security and other interests therein, as specified from time to time by Lessor or Lessor's assignee. Lessee shall not place or permit to be placed any other markings on any Equipment which might indicate any ownership or security interest in such Equipment. Any markings on any Equipment not made at Lessor's or Lessor's assignee's request shall be removed by Lessee, at its expense, prior to the return of such Equipment to Lessor or Lessor's assignee in accordance with this Section of this Contingent Lease Agreement entitled "Return" hereof.
13. Inspection. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor or Lessor's assignee or the agents of Lessor or Lessor's assignee for inspection during regular business hours at the location of such Equipment. Lessee acknowledges that at the time of "step-in", if any, Lessee or its agents will fully inspect the Equipment and verify that the Equipment is in good condition and repair and that the Lessee will accept the Equipment as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".
14. Lessee Sublease or Assignment. Lessee and Lessor agree that Lessee has the right to sublease the Equipment pursuant to a sublease agreement as Lessee's sole discretion may hereafter determine. Lessee shall further have the right, in the event of termination of any sublease agreement, or termination of a subsequent sublease agreement, to sublease the Equipment under the terms and conditions as Lessee shall determine to another sublessee. If Lessor fails to perform under the terms of this Contingent Lease Agreement or the Contract then Lessor's approval of a sublessee shall not be required. If Lessee elects not to exercise its performance rights or fails to budget and appropriate funds as provided in the paragraph of this Contingent Lease Agreement entitled "Non-Appropriation of Funds" hereof, this Contingent Lease Agreement shall terminate automatically in accordance with Section 6 hereof entitled "Non-appropriation of Funds".
15. Lessor Assignment. Lessor or Lessor's assignee may from time to time, after prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities (hereinafter referred to as "Assignee"). Each Assignee shall have, to the extent provided in any Transfer document, all of Lessor's rights, powers, privileges and remedies provided at law, equity or in this Agreement.
16. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment Lessor's or an Assignee's title to any such Equipment, or other interest or right of Lessor or an Assignee with respect thereto, except Lessor's Liens. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor or an Assignee to keep the Equipment free and clear of any such Lien, except for any liens caused by Lessor.

17. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, except where caused by the negligence of Lessor, which shall occur prior to the return of such Equipment in accordance with paragraph in Contingent Lease Agreement entitled "Return". In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment, except where caused by the negligence of Lessor, including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with paragraph in Contingent Lease Agreement entitled "Return". In no event shall Lessee's liability with respect to the Equipment exceed the fair market value of the Equipment, taking into account the age and condition of the Equipment at the time of the loss, damage, the taking, destruction, confiscation or requisition.
18. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated, or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
19. Insurance. Lessee or any sublessee hereunder shall, at its expense, cause to be carried and maintained for all of the Equipment, commencing at the time any risk shall pass to Lessee as to such Equipment and continuing until the return of such Equipment in accordance with the paragraph in Contingent Lease Agreement entitled "Return", insurance against such risks, under Lessee's self-insurance program or, at Lessee's sole option, some other program mutually agreed to by Lessor and Lessee. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss, such proceeds shall be applied to payment for repairs. If any insurance proceeds are received by Lessee or any sublessee or an Assignee with respect to an occurrence which constitutes an Event of Loss, such proceeds shall be applied first toward replacement equipment or applied toward repair of Equipment to a serviceable condition, and then toward the Rental Payments due. Within ten (10) days of Lessee taking possession and control of the Equipment, and, if an insurance policy is issued, on a date not less than thirty (30) days prior to each insurance policy expiration date, Lessee shall deliver to Lessor certificates of insurance or proof of self insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section, Lessor shall be under no duty to ascertain the existence of any insurance coverage or to examine any certificate of insurance or other evidence of insurance coverage or to advise Lessee in the event the insurance coverage does not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any damage, loss or other occurrence required to be insured against with respect to any Equipment.
20. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due all fees, taxes, and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Agreement or the Equipment.

21. Limited Warranty. Lessor warrants that, so long as no Incipient Default or Event of Default has occurred and is continuing, Lessor will not interfere with Lessee's use and possession of the Equipment. LESSOR, NOT BEING THE MANUFACTURER OR VENDOR OF THE EQUIPMENT, MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT.
22. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if (a) Lessee fails to make any Rental Payment for which funds have been appropriated and budgeted by Lessee as it becomes due in accordance with the terms of this agreement and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor, or (b) Lessee violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor. Failure of Lessee to budget and appropriate funds in any fiscal year of Lessee for Rental Payments due under this Agreement shall not constitute an Event of Default.
23. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor or Lessor's assignee at its option, may:
- (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof, or
  - (b) by notice to Lessee terminate this Agreement, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Agreement as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Agreement only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor or Lessor's assignee may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee, its successors and assigns, to use such Equipment for any purposes whatsoever.

The remedies of Lessor referred to in this Section shall be deemed exclusive.

24. Information. Lessee agrees to furnish Lessor or an Assignee such information concerning the Equipment as Lessor or an Assignee may reasonably request.
25. Late Charges. Any nonpayment of Rental Payment or other amounts payable under this Agreement shall result in Lessee's obligation to promptly pay Lessor or Lessor's assignee as additional rent on such overdue payment, for the period of time during which it is overdue, interest at the highest lawful rate authorized to be paid by government organizations in the State of Texas.
26. Lessor's Right to Perform for Lessee. If Lessee fails to duly and promptly pay (except pursuant to the paragraph in this Contingent Lease Agreement entitled

"Non-Appropriation of Funds"), perform or comply with any of its obligations, covenants or agreements under this Agreement, Lessor or an Assignee may itself pay, perform or comply with any of such obligations, covenants or agreements for the account of Lessee, in such event, any amount paid or expense incurred by Lessor or an Assignee in connection therewith shall on demand, together with interest as provided in the paragraph in this Contingent Lease Agreement entitled "Late Charges", be paid to Lessor or an Assignee.

27. **Notices.** Any consent, instruction or notice required or permitted to be given under this Agreement shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor, Lessee or an Assignee, as the case may be, at their respective addresses set forth herein or at such other address as Lessor, Lessee or an Assignee shall from time to time designate to the other party by notice similarly given.
28. **Miscellaneous.** No term or provision of this Agreement may be amended, altered, waived, discharged, or terminated except by an instrument in writing signed by a duly authorized representative of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Texas. Subject to all of the terms and provisions of this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement, any documents executed and delivered in connection herewith, including but not limited to the Guaranty and any subsequent guaranty, the Non-disturbance Agreement of the Bank, and the Contract and any documents executed in connection with said Contract shall constitute the entire agreement of Lessor and Lessee with respect to the Equipment leased hereby, and shall automatically cancel and supersede any and all prior oral or written understandings with respect hereto. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts taken together shall constitute one and the same instrument. The headings in this Agreement shall be for convenience of reference only and shall form no part of this Agreement. Whenever the context requires, the covenants, conditions and obligations contained in this under this Agreement shall survive the delivery and return of the Equipment leased hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contingent Lease Agreement as of the day and year first written above.

**COUNTY OF ROCKWALL TEXAS EMERGENCY SERVICES CORPORATION  
(ESC)**

\_\_\_\_\_  
BY \_\_\_\_\_  
\_\_\_\_\_  
ESC Board President





**ATTACHMENT A (To Lease Agreement)**

Current ambulances serving Rockwall County, Texas as specifically required in this Contract include ambulances described in the table below. The ambulances will be clearly labeled in conformance to the Contract and state requirements.

The System Assets subject to the Step-In-Rights are in place as of the date of execution of this Amended Contract and are listed below.

| <b>Vehicle ID</b> | <b>Year of Manufacture</b> | <b>VIN</b>        | <b>Mileage</b> | <b>Type I, II, III, 7 Etc.</b> |
|-------------------|----------------------------|-------------------|----------------|--------------------------------|
| M46               | 2022                       | 1GB3WSE71NF244889 | 295            | I                              |
| M45               | 2022                       | 1GB3WSE73NF228404 | 6,464          | I                              |
| M44               | 2019                       | 1FDXE4FS2KDC66448 | 107,117        | III                            |
| M43               | 2019                       | 1FDXE4FS5KDC43178 | 156,449        | III                            |
| M42               | 2019                       | 1FDXE4FS9JDC40007 | 146,166        | III                            |
| M40               | 2018                       | 1FDXE4FS3JDC06967 | 194,402        | III                            |
| M39               | 2017                       | 1FDXE4FS7HDC09526 | 192,753        | III                            |
| M80               | 2021                       | 1FTFW1E50MKD02160 | 29,802         | F150                           |
| M81               | 2021                       | 1FTFW1E50MKD02126 | 21,702         | F150                           |

Additional System Assets as of the date of execution of this Amended Contract include:

- All ESC provided equipment such as radios.
- The Ambulances assigned to the exclusive CONTRACT.
- All onboard Medical equipment including, but not limited to, Cardiac Monitors, Infusion Pumps, Ventilators, and all equipment to maintain state and contract compliance.
- Electronic Patient Care Records equipment.
- Supplies and inventory on the vehicles and a reasonable provision for resupply.
- Any necessary access to Contractor’s dispatch system to assure uninterrupted service.
- Access to personnel for the purposes of interviews by a successor organization.
- Any Interfaces or other arrangements that are used in the transfer of calls.
- Copies of all Mutual Aid and subcontractor contracts or agreements in place at the time of default.



## City of McLendon-Chisholm

### Staff Report

**Date:** March 24, 2026

**Agenda Item:** Discuss and consider a resolution adopting an amended fee schedule for all fees and charges assessed and collected by the city: incorporated, the amended fee schedule as exhibit "A"

**Background:**

This update is to align permit fees with new permit applications that are going into effect with the Permitting Module of our new ERP. We had some permits that were processed under other fees that we are now clarifying to make it easier since most of our applications will be done online going forward. We want as many of our applications and fees to be as transparent as possible and this update is further continuing those efforts.

**Fiscal Impact:**

This update will ensure that our fees match the current state of our services as well as ensuring that the City is not subsidizing a cost that we have to pay to a contractor for a service.

**Options/Alternatives:**

1. City Council may approve the request, as presented.
2. City Council may deny the request.

**Recommendation:**

Staff recommend approval of the request, as presented.

**Attachments:**

Fees and Charges (eff. 03.24.26)

**Presenter:**

Jeff White, Finance Director

RESOLUTION NO. 2026 - \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ADOPTING AN AMENDED FEE SCHEDULE FOR ALL FEES AND CHARGES ASSESSED AND COLLECTED BY THE CITY; INCORPORATING THE AMENDED FEE SCHEDULE AS EXHIBIT “A”; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of McLendon-Chisholm, Texas (“City”), periodically reviews the City’s fees and charges to ensure they are reasonable, equitable, and reflective of the cost of providing services; and

**WHEREAS**, City staff has prepared an amended Fee Schedule to update certain fees and charges assessed and collected by the City; and

**WHEREAS**, the City Council has reviewed the proposed amended Fee Schedule and finds that its adoption is in the best interest of the City.

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF MCLENDON-CHISHOLM, TEXAS THAT:**

**SECTION 1.** That the amended Fee Schedule, attached hereto and incorporated herein as Exhibit “A”, is hereby adopted to establish the fees and charges assessed and collected by the City.

**SECTION 2.** That all resolutions or parts of resolutions of the City Council in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict, and all other resolutions or parts thereof not in conflict shall remain in full force and effect.

**SECTION 3.** That this Resolution shall become effective immediately upon passage and approval, or on such date as specified within Exhibit “A,” in accordance with applicable law.

**PASSED AND APPROVED** by the City Council of the City of McLendon-Chisholm, Texas, on this the 24th day of March, 2026.

APPROVED:

\_\_\_\_\_  
Bryan McNeal, Mayor

ATTEST:

\_\_\_\_\_  
Angela Jennings, City Secretary

Exhibit A  
**McLendon-Chisholm Fees & Charges**  
**Effective 03/24/2026**

**\*\*Double Fee for all work started or completed without a permit\*\***

**Residential Building Permits:**

**\*\*All Building Permit Applications are subject to an additional 3<sup>rd</sup> Party Plan Review Fee  
and additional Inspection Fees\*\***

**New Building Permit/Accessory Building Permit/Remodel Permit**

Above permits are \$1.25 per square foot plus inspection fees (includes Total Square Footage  
- living, garages, porches, etc.)

**Residential Minor Construction Projects:** \$0.75 per square foot plus inspection fees (porch  
addition, patio covers, garages, non-habitable living space, etc.)

**Sign Permit:** \$50.00

**Trade Permits:**

**Additional Inspection Fees May be Required**

**Electrical Permit:** \$200.00 (plan review fee may apply)

**Mechanical Permit (HVAC):** \$200 (plan review fee may apply)

**Plumbing Permit:** \$200.00 (plan review fee may apply)

**Fence Permit:** \$250.00

**Swimming Pool Permit:** \$600.00

**Irrigation Permit:** \$340.00

**Solar Permit:** \$250.00

**Concrete Permit:** \$100.00

**Roof Permit:** \$100.00

**Generator Permit:** \$100.00

**Reinspection Fee:** \$100.00

## **Commercial Building Permits:**

**\*\*All Building Permit Applications are subject to an additional 3<sup>rd</sup> Party Plan Review Fee  
and additional Inspection Fees\*\***

**\*\*All Valuations Rounded up to the Next \$1,000\*\***

**Valuation under \$5,000: Actual Inspection Charges + \$50.00**

**Valuation of \$5,000-\$249,999: Actual Inspection Charges + 1.000% of Valuation**

**Valuation of \$250,000-\$449,999: Actual Inspection Charges + 1.050% of Valuation**

**Valuation of \$450,000-\$649,999: Actual Inspection Charges + 1.075% of Valuation**

**Valuation of \$650,000-\$849,999: Actual Inspection Charges + 1.100% of Valuation**

**Valuation of \$850,000-\$999,999: Actual Inspection Charges + 1.2500% of Valuation**

**Valuation of \$1,000,000 or more: Actual Inspection Charges + 1.150% of Valuation**

## **OSSF Permit Fees:**

**OSSF Permit Fee: \$575.00**

**Resubmittal OSSF Fee: \$125.00**

**Pool Installation OSSF Review Fee (no inspection): \$100.00**

**OSSF Modification Fee: \$235.00**

## **Food Establishment Permit Fees:**

**Food Truck Health Inspection: \$100.00**

**Temporary Establishment: \$150.00**

**Food Establishment: \$500.00**

**Catering Truck: \$300.00**

**Day Care Facility: \$500.00**

**Grocery Store (per Outlet): \$1,000.00**

**Limited Service: \$300.00**

**Additional Inspections: \$100.00**

**Season Events: \$250.00**

**Prepackaged Food and Beverage: \$150.00**

### **Forced Mow Fees:**

- 1st Offense** in rolling 12-month period: \$125/acre + \$100
- 2nd Offense** in rolling 12-month period: \$125/acre + \$200
- 3rd Offense** in rolling 12-month period: \$125/acre + \$300
- 4th Offense** in rolling 12-month period: \$125/acre + \$400
- 5th and Subsequent Offense** in rolling 12-month period: \$125/acre + \$500

### **Other Fees:**

- Contractor Registration (other than plumbing, electrical & HVAC):** \$150.00
- Commercial Certificate of Occupancy:** \$175.00
- Demolition Fee:** \$100.00
- Monument Sign Permit:** \$200.00
- Solicitor Permit:** \$100.00 (for up to 4 individuals), \$25.00 for each additional person
- Tree Removal Permit:** \$150.00 (+\$10/tree)
- Reinspection Fee:** \$100.00
- Vendor Registration Fee:** \$25.00
- Credit Card Fee:** 5%
- NSF Payment Fee:** \$35.00

### **Plan Review Fees:**

#### **Commercial New Construction:**

| PROJECT VALUATION         | Fee (Based on Project Valuation)                                     |
|---------------------------|--|
| Up to \$100,000           | \$295  |
| \$100,001 - \$500,000     | \$295 for first \$100,000<br>plus \$2.75 each additional \$1,000     |
| \$500,001 - \$1,000,000   | \$1,375 for first \$500,000<br>plus \$2.25 each additional \$1,000   |
| \$1,000,001 - \$5,000,000 | \$2,485 for first \$1,000,000<br>plus \$1.50 each additional \$1,000 |
| \$5,000,001 and up        | \$8,485 for first \$5,000,000<br>plus \$1.25 each additional \$1,000 |

**Residential New Construction:**

- 0-1,500 Square Feet: \$0.11 per square foot
- 1,501-6,000 Square Feet - \$0.09 per square foot
- 6,001-10,000 Square Feet - \$0.08 per square foot
- Over 10,000 Square Feet - \$0.09 per square foot

**Other Residential Projects:** \$150.00

**Plan Re-review:** \$90.00

**Sewer/Wastewater Fees:**

- Tap Fee: \$3,000
- Customer Deposit: \$135 (\$110 refundable)
- Monthly Fee (Residential): \$95.79
- Monthly Fee (Commercial): \$0.011/gallon usage
- Late Payment Fee: \$15.00
- NSF Payment Fee: \$35.00

**Solid Waste & Recycling Fees:**

- Basic Service (Trash, Recycling, X-treme Green event): \$32.61
- Franchise Fee - 9% of total bill
- Additional Cart Fee: \$9.87
- Lost/Stolen Cart Fee: \$109.35
- Late Payment Fee: \$15.00
- NSF Payment Fee: \$35.00

**Plat Fees:**

- Preliminary Plat:
  - 1-5 lots-\$1000 and \$25 per lot
  - 6+ lots-\$1500 and \$50 per lot
- Final Plat:
  - 1-5 lots-\$800 and \$25 per lot
  - 6+ lots-\$1,000 and \$50 per lot
- Replat or Amended Plat: \$500.00 + \$25.00 per lot

ETJ Preliminary or Final Plat: Same as all City Fees. May also require review by Rockwall County and be subject to county fees.

## Zoning Related Fees:

**Acreage Rounded up to the Next Whole Number**

Zoning Change Request: \$500.00 + \$20.00 per acre

Zoning Board of Adjustment Request: \$500.00

Special Use Permit: \$1,000

**\*\* Please consult the City of McLendon-Chisholm Code of Ordinances for subdivision and zoning projects prior to submitting an application. All land use projects begin by contacting City Staff at 972-524-2077.**

## Development Related Fees:

Concept Plan: \$500

Site Plan Review: 1,000 + \$10/acre (150-acre max)

**\*\* The City recognizes that professional guidance is necessary when undertaking any land use project, including platting, zoning, or Board of Adjustment applications. Therefore, the City will provide a one-hour or 2 half-hour complimentary professional consultations with the City Planner and/or City Engineer. The complimentary consultations will be arranged by City Staff. Limit of one complimentary consultation per property.**

**\*\*All Consulting Costs, including City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City, will incur a 20% administrative fee on top of the actual cost charged by the consultant.**

**\*\* A request will not be scheduled for an agenda until all outstanding fees are current.**

## **FIRE MARSHAL INSPECTION AND PERMITTING FEES**

### **Fire Marshal Inspections:**

Certificate of Occupancy - \$60.00  
Temporary Certificate of Occupancy - \$60.00  
After Hours Inspections (after 5:00 p.m. or on weekend)  
\$150.00 per hour for first two hours  
\$50.00 per hour for each additional hour beyond the first two hours

### **Fire Protection System**

1-10 devices: \$75.00  
11-25 devices: \$100.00  
26-100 devices: \$200.00  
101-200 devices: \$275.00  
201-500 Vices: \$500.00  
Per device for each device over 500: \$1.00

### **Fire Sprinkler Systems**

Underground: \$150.00  
Aboveground, 1-19 heads: \$75.00  
Aboveground 20-100 heads: \$100.00  
Aboveground, 101-300 heads: \$200.00  
Aboveground 301-1,000 heads: \$400.00  
Per head/or each over 1,000 heads: \$1.00  
Fire Pump, additional: \$150.00

### **Access Control**

1-10 Doors: \$75.00  
11-25 Doors: \$100.00  
26-100 Doors: \$200.00  
101-200 Doors: \$275.00  
201-500 Doors: \$500.00  
Per device for each device over 500: \$1.00

### **Fire Alarm System Permits**

Residential Permit Fee: \$50.00 annually (This residential fee shall be waived if a burglar alarm permit fee has already been paid)  
Non-Residential Permit Fee: \$100.00 annually

### **False Alarm Billing Fee (Residential)**

The first three (3) false alarm calls within a twelve (12) month period are free of charge

The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$75.00 per call.

The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.

The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

### **False Alarm Fee (Non-Residential)**

The first three (3) false alarm calls within a twelve (12) month period are free of charge.

The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$150.00 per call.

The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$500.00 per call.

The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

### **Fire Marshal Annual Inspection Fee**

1-1,500 sq.ft.: \$50.00 annually

1,501 - 3,000 sq. ft.: \$55.00 annually

3,001 - 5,000 sq. ft.: \$60.00 annually

5,001 - 10,000 sq. ft.: \$65.00 annually

10,001 - 25,000 sq. ft.: \$70.00 annually

25,001 - 50,000 sq. ft.: \$75.00 annually

50,001 - 75,000 sq. ft.: \$80.00 annually

75,001 - 100,000 sq. ft.: \$100.00 annually

100,001 - 200,000 sq. ft.: \$120.00 annually

200,001 sq. ft. and greater: \$280.00 annually

### **Hazardous Materials Annual Permit (includes flammable/combustible liquids)**

#### **Powders and Solids**

1,000 lbs. and less: \$25.00

1,001 - 2,000 lbs.: \$37.50

2,001 - 5,000 lbs.: \$70.00

5,001 lbs. and over: \$137.50

#### **Liquids and Gels**

25 gallons or less: \$25.00

26 -100 gallons: \$37.50

101- 1,000 gallons: \$70.00

1,001 gallons or more: \$137.50

### **Plan Review Fees**

Plan Review: \$60.00  
Fire Alarm System: \$70.00  
Fire Sprinkler System: \$150.00  
Emergency Lighting: \$37.50  
Special Lighting: \$30.00  
Liquid storage tanks, hazardous materials: \$70.00

### **Special Permits**

Blasting operation: \$65.00 per day  
Pyrotechnic display: \$65.00 per day  
Tent permit  
1 - 30 days: \$30.00  
Each additional 30 days or portion thereof: \$30.00

### **Underground Storage Tanks Installation**

The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks

0 - 1,000 gallons: \$50.00  
More than 1,000 gallons: \$100.00

### **LPG Tank Installation or Removal - \$50.00**

### **Special Event Fees**

Fire marshal permit  
\$125.00 for first day  
\$75.00 per each additional day thereafter  
Fire marshal on premises: \$65.00 per hour  
Standby fire personnel, no apparatus: \$65.00 per hour (each, three-hour minimum)  
Standby ambulance, with personnel: \$130.00 per hour (three-hour minimum)  
Standby engine or truck, with personnel: \$195.00 per hour (three-hour minimum).

### **State Mandated Inspections**

Hospitals - \$100.00  
Nursing and long-term care homes - \$75.00  
Daycare/Mother's Day out- \$50.00  
Foster home or adoptive home - \$10.00  
Home inspection (insurance) - \$50.00

### **Reinspection Fee: \$60.00**



## City of McLendon-Chisholm Staff Report

**Date:** March 24, 2026

**Agenda Item:** Discuss and consider approval of a site plan amendment for a 1.5-acre property generally located at the southeast corner of FM 550 and State Highway 205, identified as Rockwall County Property ID No. 101321, described as Block 1, Lot 1-R, and zoned Planned Development (PD) within the City of McLendon-Chisholm, to remove the previously required fire lane access south of the property.

### **Background:**

At the December 12, 2023 City Council meeting, Council approved the Final Plat for the subject property with the condition that a fire lane access be provided south of the property, connecting to the access easement that provides access from FM 550, prior to the issuance of a Certificate of Occupancy (CO).

Following the February 10, 2026 meeting, staff met with the applicant on several occasions to further discuss the project and potential improvements to the development. As part of these discussions, the applicant offered to work with staff to enhance the proposed façade design in order to support a higher-quality development consistent with the City's vision for the corridor. The applicant has also committed to complying with the land use standards established under the State Highway 205 Overlay District.

Based on these discussions, and at the request of the applicant, this item has been placed on the agenda for consideration of a site plan amendment to remove the requirement for the fire lane access south of the property. The site will continue to provide ingress and egress access as shown on the exhibit, including a primary access point from SH 205 and a secondary access connection to the east linking to the adjacent property. The proposed access configuration has been reviewed and approved by the City's Fire Marshal.

### **Options/Alternatives:**

1. City Council may approve the proposed site plan amendment, as presented.
2. City Council may deny the proposed site plan amendment.

### **Recommendation:**

Staff recommend approval of the proposed site plan amendment, as presented.

**Attachments:**

- Proposed Site Plan
- Site Plan Application
- PD Zoning
- Proposed Façade Plan
- Proposed Landscape Plan

**Presenter:** Fabrice Kabona, City Manager



**City of McLendon-Chisholm**  
**1371 West FM 550 - McLendon-Chisholm, Texas 75032**  
**TEL: (972)524-2077 FAX: (972)524-9128**

**SITE PLAN APPROVAL APPLICATION**

Date of Application: 1/21/26 Receipt # \_\_\_\_\_

Fee: \$600 per lot + \$10 per acre (acreage rounded to the next whole acre) + ALL consultant Costs. Consultant costs include City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City. N/A

Address and/or Location of Request:  
The Southern quadrant of the intersection of SH 205 and FM 550

Property Legal Description:  
Lot 1-R, Block 1 of the SH 205/550 Addition Situated in the King Latham Survey, Ab. 133, City of McLendon-Chisholm, Rockwall County, TX.

County Parcel ID: 101321

Existing Zoning: General Business Requested Zoning: General Business

Applicant's Name: CAMERON SLOWN

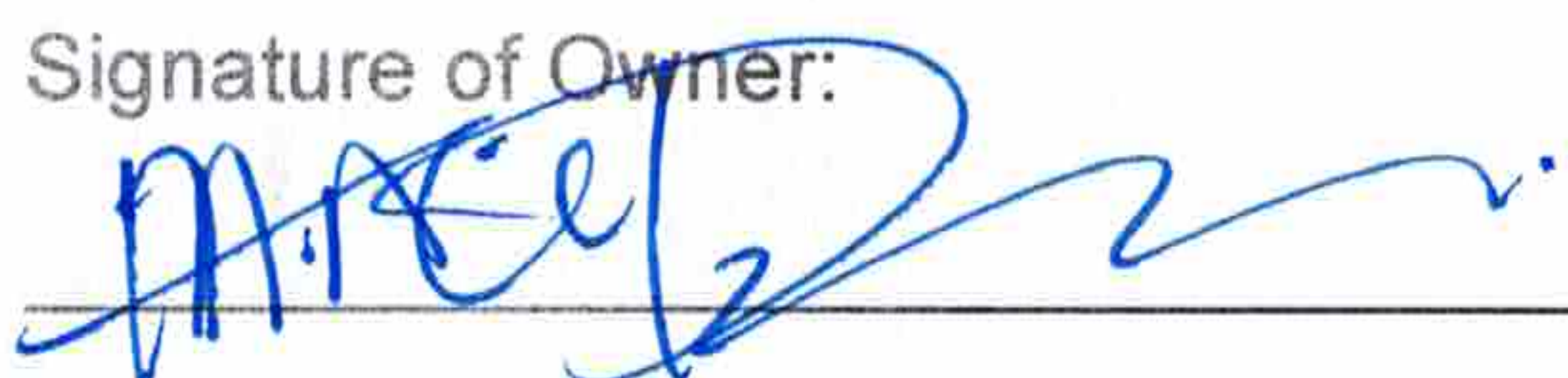
Phone No. 817-889-5050 Email: CSLOWN@TNPINC.COM

Status of Applicant: Owner  or Authorized Agent

Applicant's Address:  
825 Watters Creek Blvd., Suite M300, Allen, TX 75013

Owner's Address: 2357 Jupiter Road, Plano, TX 75074

I certify that I am the owner of the property described in this petition/application and Cameron Slown is the authorized agent to file this application on my behalf.

Signature of Owner:  Date 01/21/2025

Signature of Applicant:  Date 1/21/2026

Development Fees    N/A

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the City will provide a one-hour or 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per property.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the City prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to applicant within 60 days of project conclusion.

**ALL Consulting Costs** - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits will not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of **\$3,500.00** to cover the cost of this application, and an initial deposit of \$\_\_\_\_\_ for consulting fees has been paid to the City of McLendon-Chisholm on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

Further, I hereby certify that I understand and agree to the development and consulting fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning & Zoning Commission and/or City Council.

Signature of Applicant (Owner/Authorized Agent):

  
\_\_\_\_\_

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

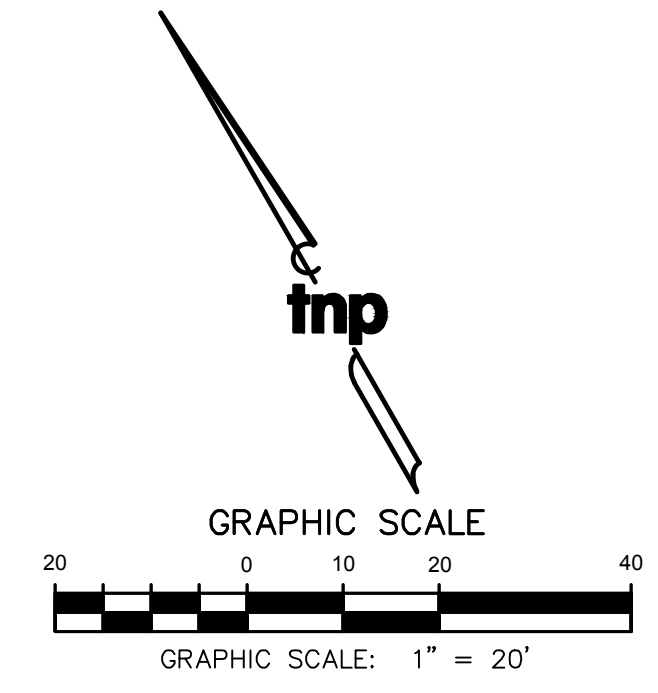
(Seal)

## CHECKLIST FOR SITE PLAN APPLICANT

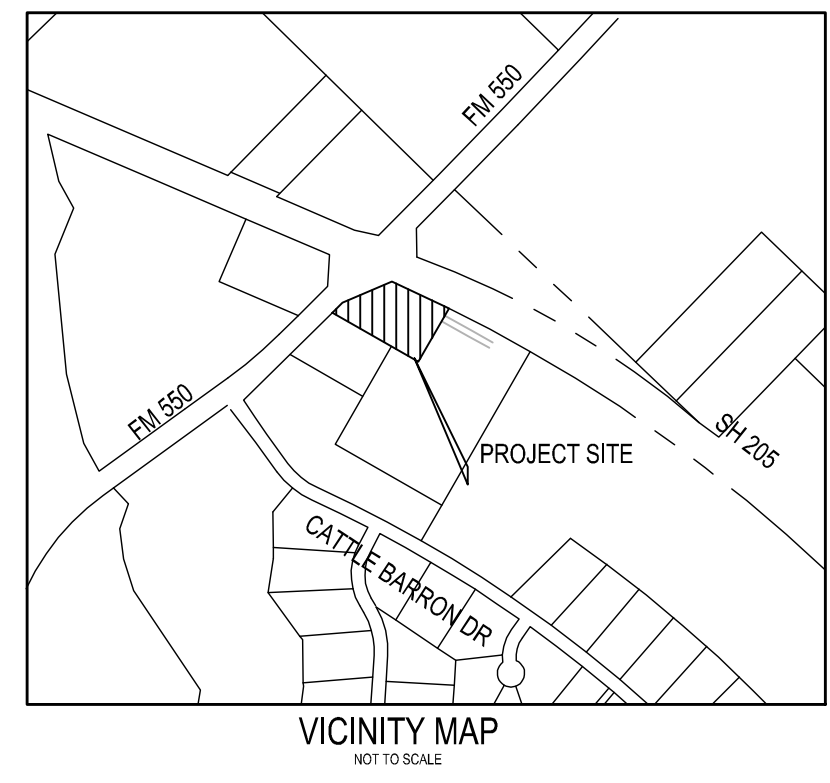
The site plan shall contain the information listed below, and any or all of the required features may be incorporated on a single drawing the drawing is clear and capable of evaluation by the City Council and the staff personnel required to enforce and interpret this ordinance.

1. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, fire hydrants, easements, roadways, sidewalks, emergency access easements, and public rights-of-way.
2. Topography of the property proposed for development in contours of not less than two feet, together with any proposed grade elevations, if different from existing elevations.
3. Floodplains, watercourses, marshes, drainage areas, and other significant environmental features including, but not limited to, rock outcroppings and major tree groupings.
4. The location and use of all existing and proposed buildings or structures, including all refuse storage areas, and the minimum distance between buildings. Where building complexes are proposed, the location of each building and the minimum distances between buildings, and between buildings and the property line, street line, and/or alley.
5. Total number, location, and arrangement of off-street parking and loading spaces, where required.
6. All points of vehicular ingress, egress, and circulation within the property and all special traffic regulation facilities proposed or required to assure the safe function of the circulation plan.
7. Setbacks, lot coverage, and when relevant, the relationship of the setbacks provided and the height of any existing or proposed building or structure.
8. The locations, size, and arrangement of all outdoor signs, exterior auditory speakers, and lighting.
9. The type, location, and quantity of all plant material used for landscaping, and the type, location, and height of fences or screening and the plantings around them.
10. If multiple types of land uses are proposed, a delineation of the specific areas to be devoted to various land uses.

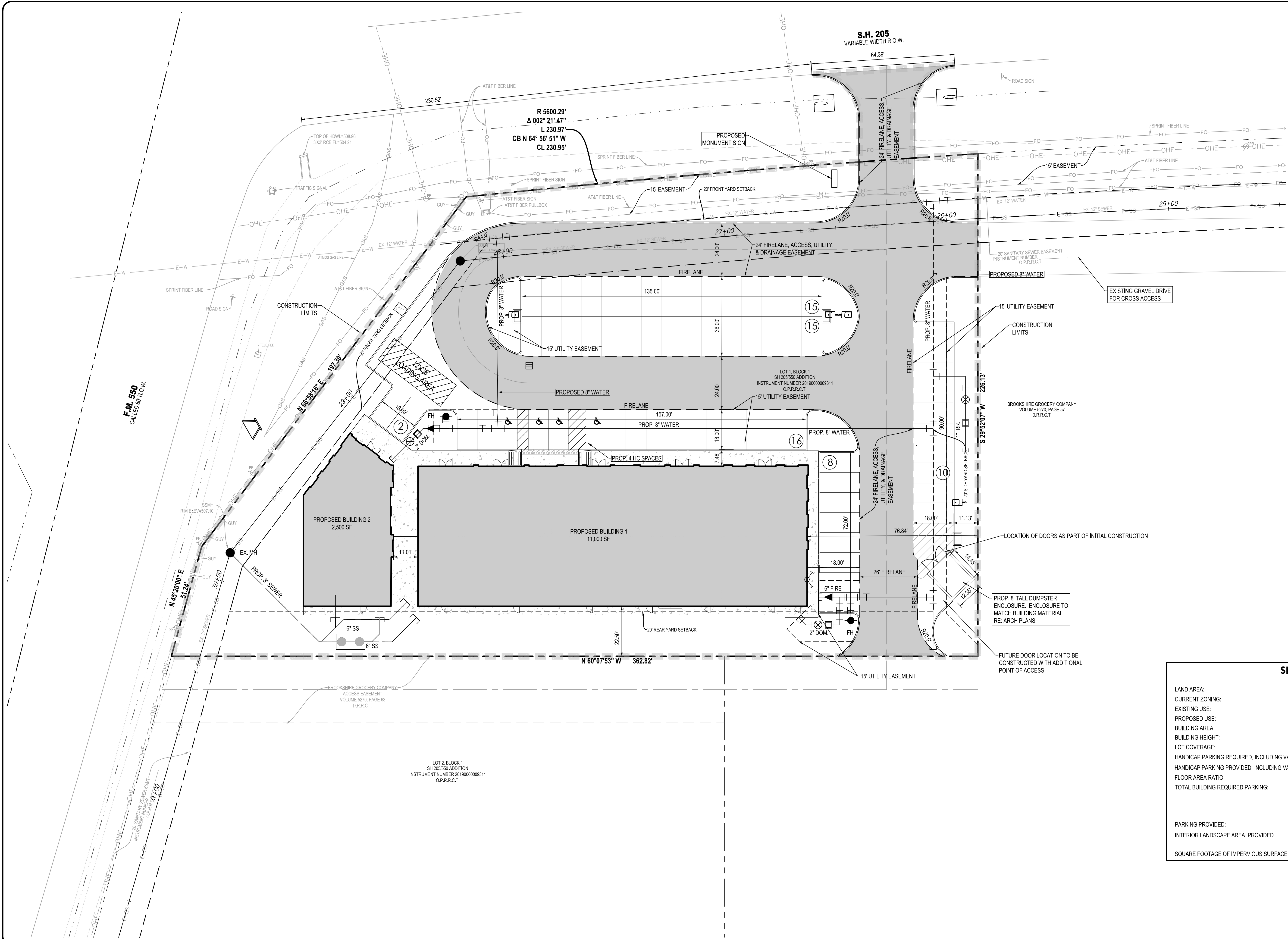
11. Vicinity map, north point, scale, name of development, name of owner, name of planner, total acreage of project, and street address or common description of the property.
12. Current land uses and zoning district of the property and current land uses and zoning districts of contiguous properties.
13. Buildings on the exterior of the site and within 25 feet of all property lines.
14. The location and size of existing and proposed surface and subsurface drainage facilities, including culverts, drains, and detention ponds, showing size and direction of flow.
15. The number of square feet of the property after construction which will constitute impervious area or impervious surface and vegetated areas.
16. Architectural drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements, including the treatment and use of open spaces, etc., where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals.
17. Legal description of the total site area proposed for rezoning, development or specific use permit.
18. Signature, title and date of applicant, at the conclusion of the written documents certifying the information presented in the plans, and supporting documents reflect a reasonably accurate portrayal of the general nature and character of the applicant's proposals.
19. A development timetable if development is to be in phases.
20. The percentage of the site that will be covered by building and structures.
21. Filing Fee of \$600.00 for the requested site plan approval + 10 per acre + ALL consultant costs.



| LEGEND |   |
|--------|---|
|        | PROPERTY LINE   |
|        | PROP. FIRE HYDRANT ASSEMBLY                             |
|        | PROP. WATER LINE  |
|        | PROP. SANITARY SEWER                                    |
|        | PROP. WATER METER                                       |
|        | PROP. BACKFLOW PREVENTER                                |
|        | EX. SANITARY SEWER MANHOLE                              |
|        | EX. WATER LINE  |
|        | EX. SEWER LINE  |
|        | PROP. FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT |
|        | CONSTRUCTION LIMITS                                     |



| SITE INFORMATION                                    |   |
|---|---|
| LAND AREA:  | 1.51 AC (65,571.531 S.F.)   |
| CURRENT ZONING:                                     | GENERAL BUSINESS  |
| EXISTING USE:                                       | NONE  |
| PROPOSED USE:                                       | GENERAL RETAIL  |
| BUILDING AREA:                                      | 13,500 S.F.   |
| BUILDING HEIGHT:                                    | 29' - 0"  |
| LOT COVERAGE:                                       | (13,500)/(1.51 x 43560) = 205-21%                                   |
| HANDICAP PARKING REQUIRED, INCLUDING VAN ACCESSIBLE | 3   |
| HANDICAP PARKING PROVIDED, INCLUDING VAN ACCESSIBLE | 4   |
| FLOOR AREA RATIO                                    | (13,500)/(1.51 x 43560) = 205-21%                                   |
| TOTAL BUILDING REQUIRED PARKING:                    | RETAIL: 1/250 FOR 1ST 5,000 SF + 1/200 FOR REMAINDER SQUARE FOOTAGE |
|   | 5,000/250 = 20  |
|   | 8,500/200 = 42.5  |
|   | 63 TOTAL  |
| PARKING PROVIDED:                                   | 66  |
| INTERIOR LANDSCAPE AREA PROVIDED                    | 12,274 S.F. (0.28 AC.)  |
| SQUARE FOOTAGE OF IMPERVIOUS SURFACE                | 12,274 / 65,571 = 18.7%   |
|   | 53,297 S.F. (1.22 AC.)  |



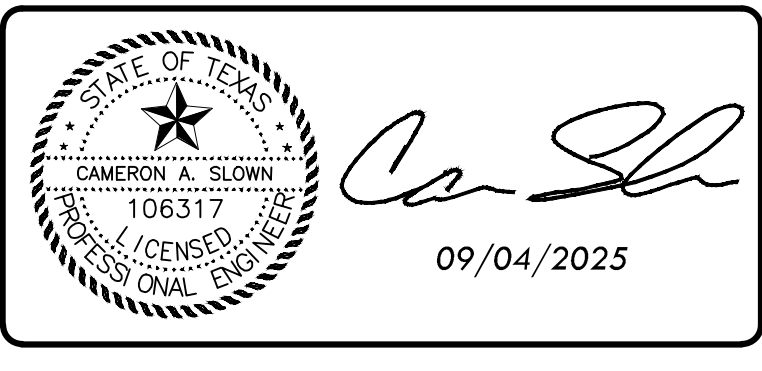
**NOT FOR CONSTRUCTION**

Drawing: T:\Projects\MFS21277\Eng-CADD\Sheets\MFS21277-SITE PLAN.dwg at Oct.07. 2025-7:35am by cslown

| no. | revision | by | date |
|-----|----------|----|------|
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|     |          |    |      |



**teague nall and perkins, inc**  
 825 Watters Creek Blvd., Suite M300  
 Allen, Texas 75013  
 214.461.9867 ph 214.461.9864 fx  
 www.tnppinc.com  
 TBPELS: ENGR F-230; SURV 10011600, 10011601, 1019438  
 GBPE: PEF007431; TBAAE: BR 2673



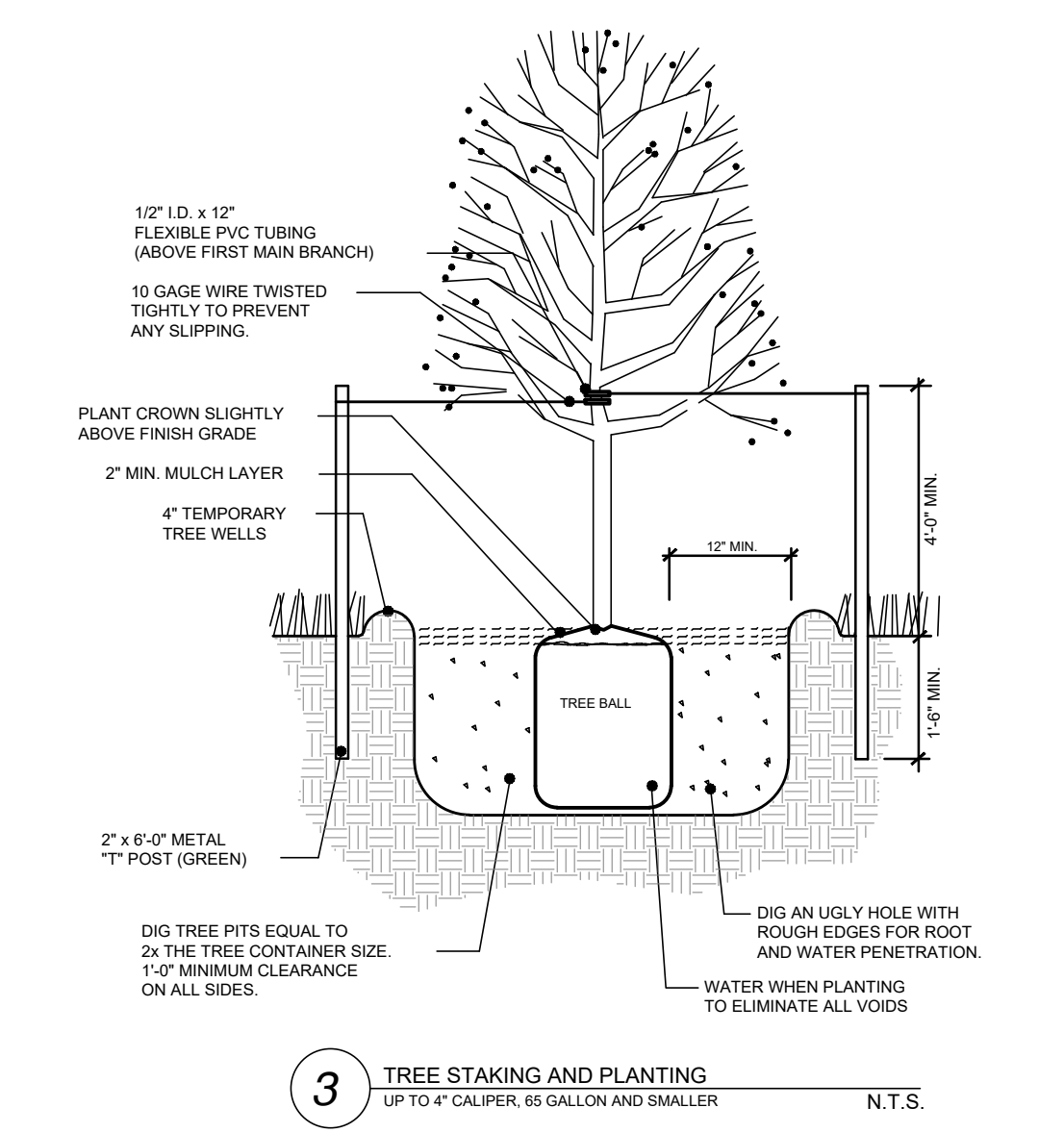
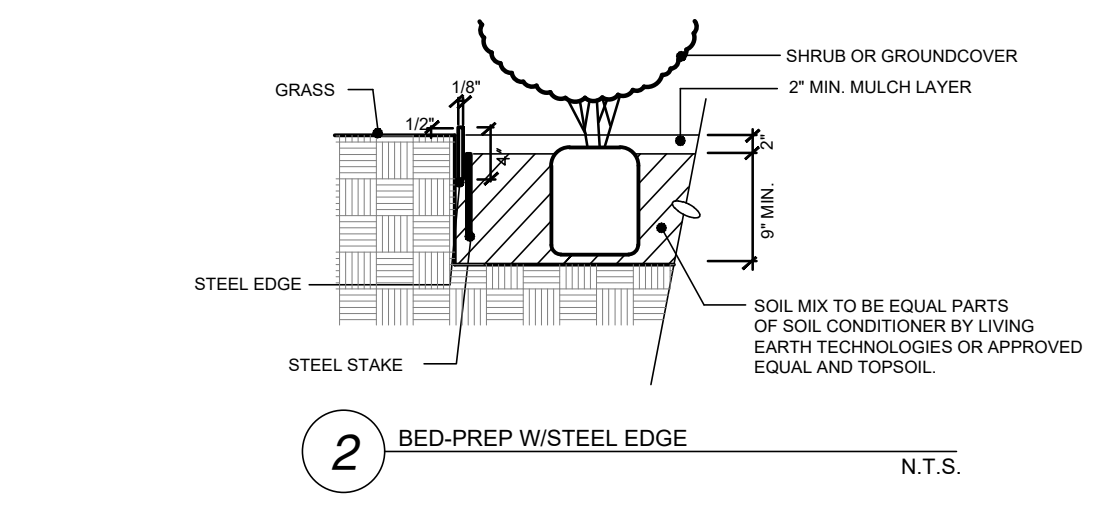
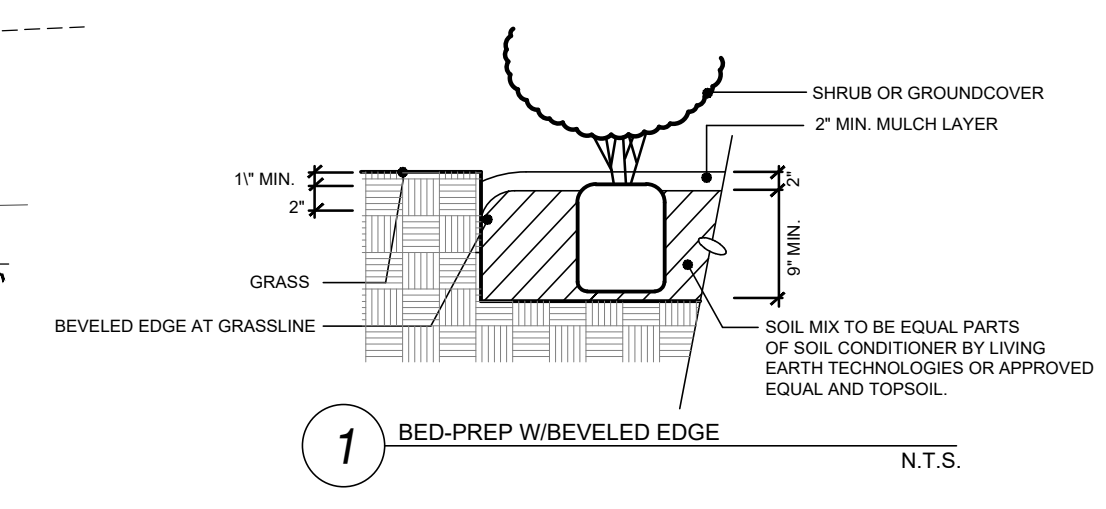
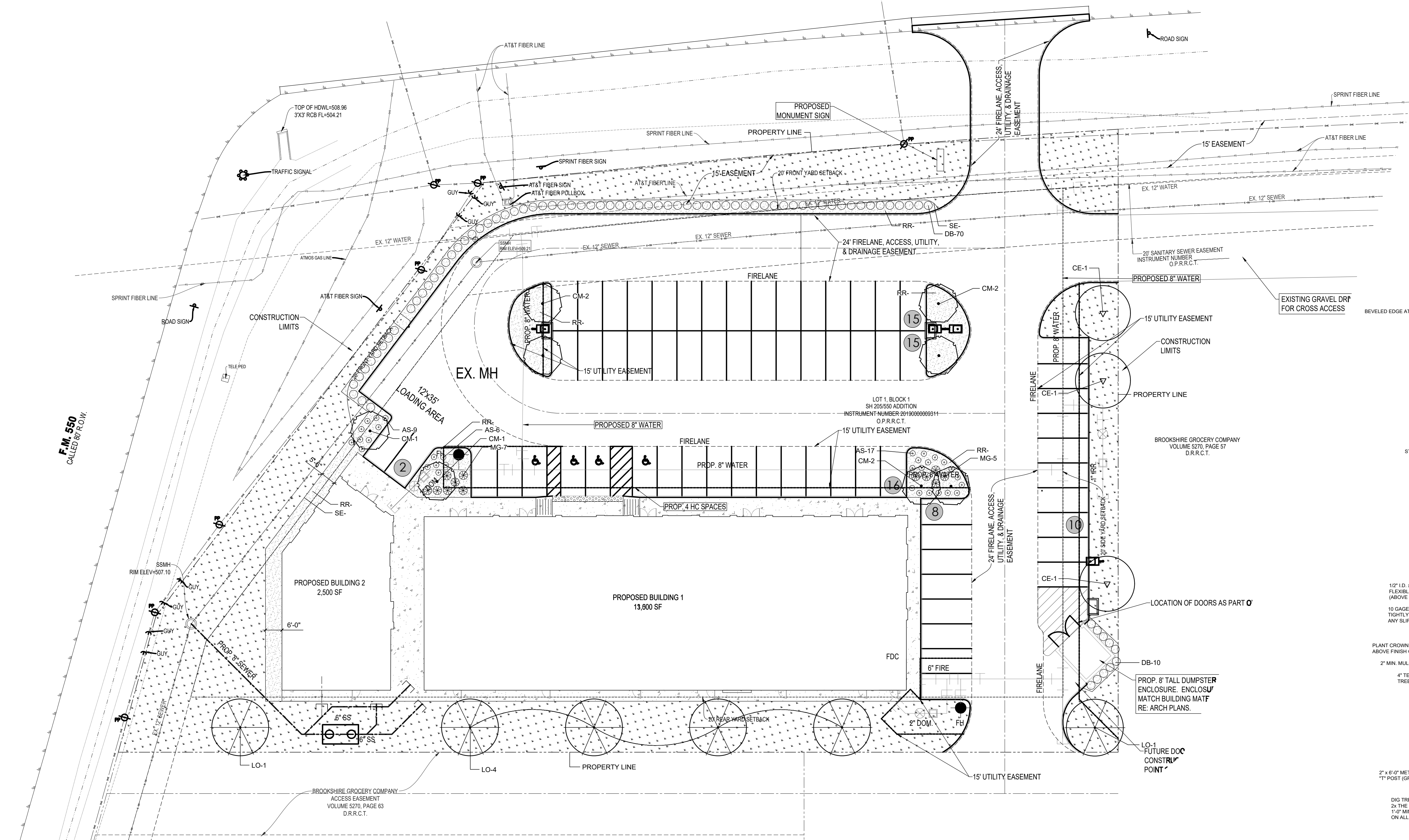
scale  
when bar is  
1 inch long  
horiz  
1" = 20'  
vert  
N/A  
OCT 2025

**TEXAS GROUP 2020, LLC.**  
 2357 JUPITER ROAD  
 PLANO, TX 75074

**McLENDON-CHISHOLM, TX**  
 Improvements for  
**MFS GROUP RETAIL CENTER**  
 SITE PLAN

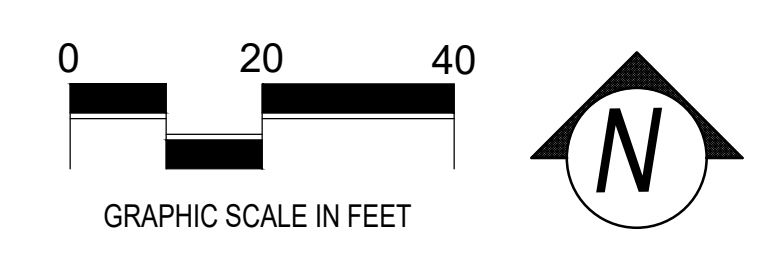
tnp project  
MFS21277  
sheet  
**5**  
of  
**26**

S.H. 205  
VARIABLE WIDTH R.O.W.



| PLANT LEGEND            |                                       |                           |        |                               |  |
|-------------------------|---------------------------------------|---------------------------|--------|-------------------------------|--|
| SYM                     | BOTANICAL NAME                        | COMMON NAME               | QUAN   | SIZE                          | REMARKS  |
| <b>SHADE TREES</b>      |                                       |                           |        |                               |  |
| LO                      | Quercus virginiana                    | Live Oak                  | 6      | 3" Cal.                       | 12-14' Ht.   |
| CE                      | Ulmus crassifolia                     | Cedar Elm                 | 3      | 3" Cal.                       | 12-14' Ht.   |
| <b>ORNAMENTAL TREES</b> |                                       |                           |        |                               |  |
| CM                      | Lagerstroemia indica 'Dynamite Red'   | Dynamite Red Crape Myrtle | 8      | 8' to 10' Ht., 4' - 5' spread | Multi trunk, 3 - 5 canes, 1" cal., cane min.       |
| <b>LARGE SHRUBS</b>     |                                       |                           |        |                               |  |
| AS                      | Salvia greggii 'Navajo Bright Red'    | Autumn Sage               | 32     | 3 gal                         | Plant 24" O.C.                                     |
| DB                      | Ilex cornuta 'Burfordii'              | Dwarf Burford Holly       | 80     | 3 Gal.                        | 24" min. ht, 18" min. spread, Plant 36" - 42" O.C. |
| MU                      | Muhlenbergii                          | Muhly Grass               | 12     | 3 Gal.                        | 24" min. ht, 18" min. spread, Plant 36" O.C.       |
| <b>GROUNDCOVERS</b>     |                                       |                           |        |                               |  |
| SS                      | Cynodon spp.                          | Common Bermuda            | 14,776 | S.F.                          | Solid sod  |
| RR                      | Size: 1.5" - 2" Dia. Color: Brown/tan | River Rock                | 3,532  | S.F.                          | 3" - 4" Depth, Install over filter fabric          |
| SE                      |                                       | Steel Edging              | 425    | L.F.                          | 12 gauge thickness, Color: green                   |

- PLANTING NOTES**
- ALL PLANT MATERIAL LOCATIONS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
  - FINE GRADING SHALL BE PERFORMED IN ALL AREAS TO BE SEED/SODDED. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. FROM THE SITES AND INSURE POSITIVE DRAINAGE IN ALL AREAS SEED/SODDED.
  - THE CONTRACTOR SHALL VERIFY ALL BUILDING SETBACK LINES, EASEMENT LINES, AND VISIBILITY LINES IN THE FIELD PRIOR TO CONSTRUCTION.
  - THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES, SHOWN ON THIS PLAN AND NOT SHOWN ON THESE PLANS, IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
  - PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SITE FEATURES.
  - STEEL EDGING OR A NATURAL BEVELLED EDGE SHALL BE INSTALLED AT ALL LOCATIONS WHERE PLANT MATERIALS MEET TURF AREAS.



LANDSCAPE PLAN  
SCALE: 1" = 20'-0"

**ISSUES:**

|          |                  |
|----------|------------------|
| 01-27-26 | ISSUE FOR PERMIT |
|          |                  |
|          |                  |
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**REVISIONS:**

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**CLIENT:**  
TEXAS GROUP 2020, LLC  
2357 JUPITER ROAD  
PLANO, TX 75074

**MFS GROUP RETAIL CENTER**  
MCLENDON-CHISHOLM, TEXAS

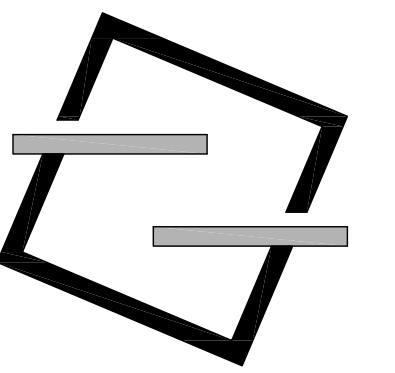
**landscape architects**  
MEEEKS DESIGN GROUP, INC.  
1755 N. COLLINS BLVD., SUITE 300  
RICHARDSON, TX 75080  
PH (972) 690-7474  
F (972) 690-7878

1-27-26

**ISSUE FOR PERMIT**

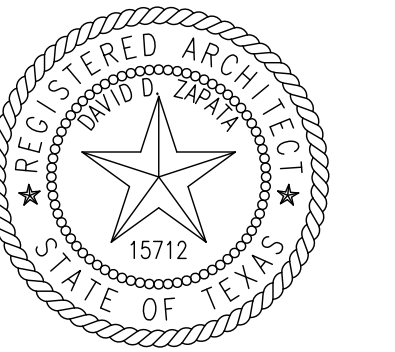
MFS GROUP RETAIL CENTER  
MCLENDON-CHISHOLM, TEXAS  
JOB NUMBER: POL-2301

**LANDSCAPE PLAN**  
LP-1

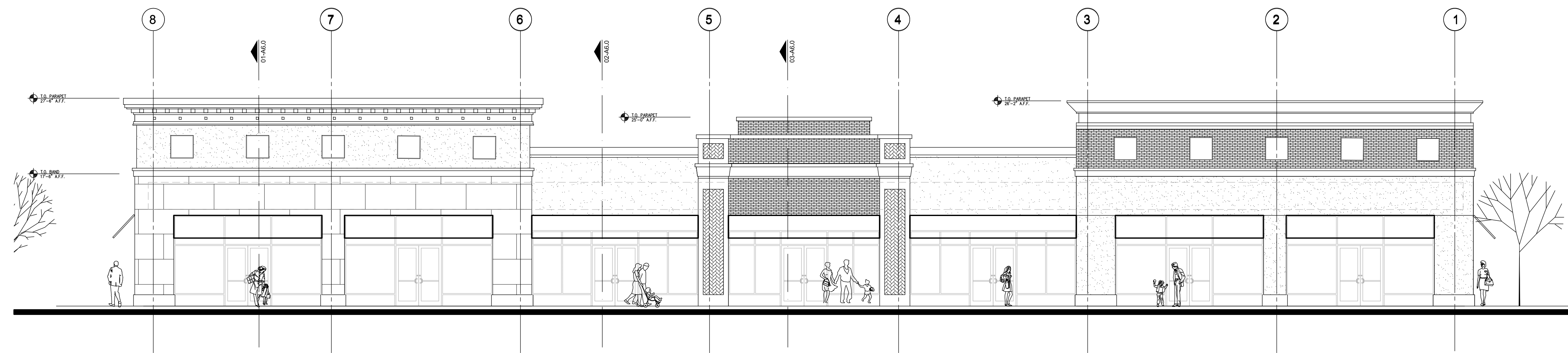


**zstudio design**  
 architectural solutions  
 2225 S. 1st St.  
 Garland, Texas 75041  
 972.897.3966

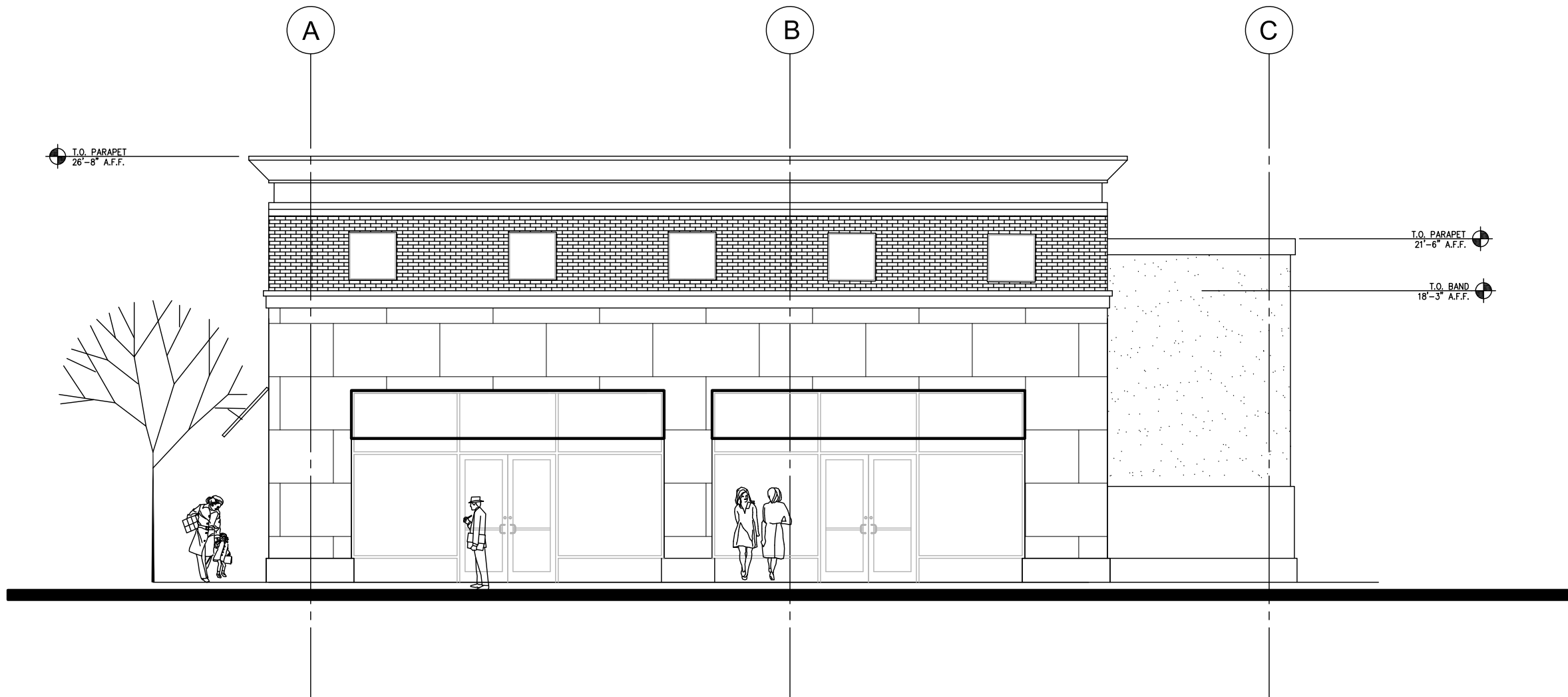
davidz@zstudio-design-arch.com



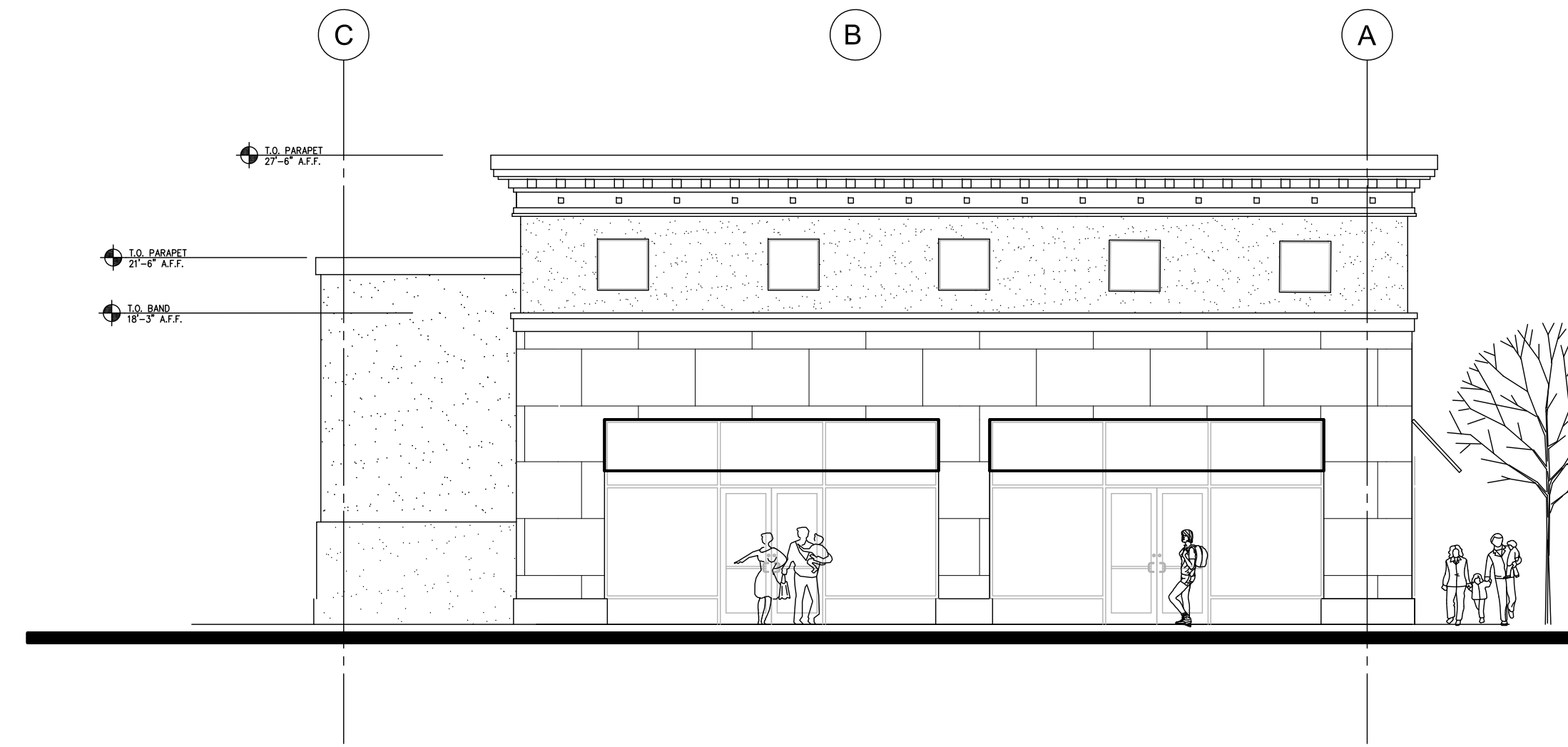
**McLENDON-CHISHOLM  
 RETAIL CENTER**  
 130 and 150 South State Hwy 205  
 McLendon Chisholm, TX. 75032



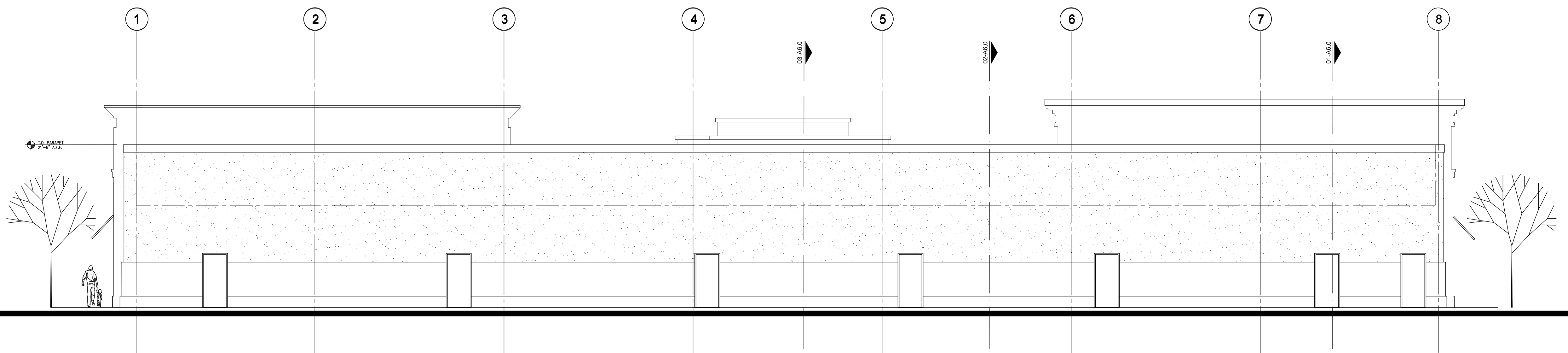
**01 RETAIL 1 - NORTH ELEVATION**  
 SC: 1/8" = 1'-0"



**02 RETAIL 1 - EAST ELEVATION**  
 SC: 1/8" = 1'-0"



**03 RETAIL 1 - WEST ELEVATION**  
 SC: 1/8" = 1'-0"



**04 RETAIL 1 - SOUTH ELEVATION**  
 SC: 1/8" = 1'-0"

REVISIONS

| NO. | DATE | DESCRIPTION |
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NO. DATE DESCRIPTION  
 ISSUE DATE:

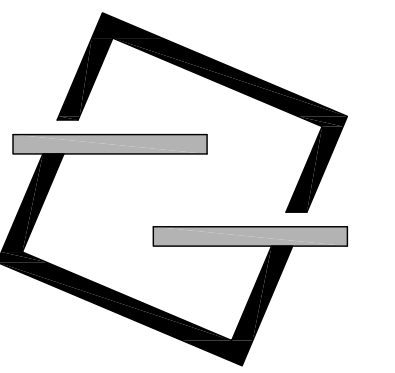
SHEET TITLE

**BUILDING 1  
 EXTERIOR  
 ELEVATIONS**

SHEET NO.

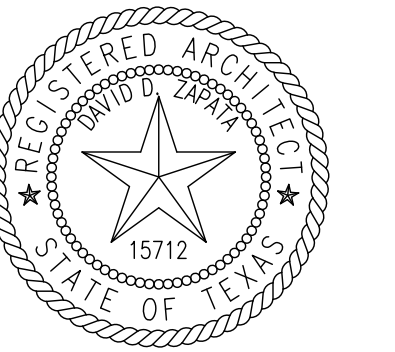
**A5.0**

PRELIM 12-3-25



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 architectural solutions  
 2225 S. 1st St.  
 Garland, Texas 75041  
 972.897.3966

davidz@zstudio-design-arch.com



**McLENDON-CHISHOLM  
 RETAIL CENTER**  
 130 and 150 South State Hwy 205  
 McLendon Chisholm, TX. 75032

REVISIONS

| NO. | DATE | DESCRIPTION |
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ISSUE DATE:

SHEET TITLE

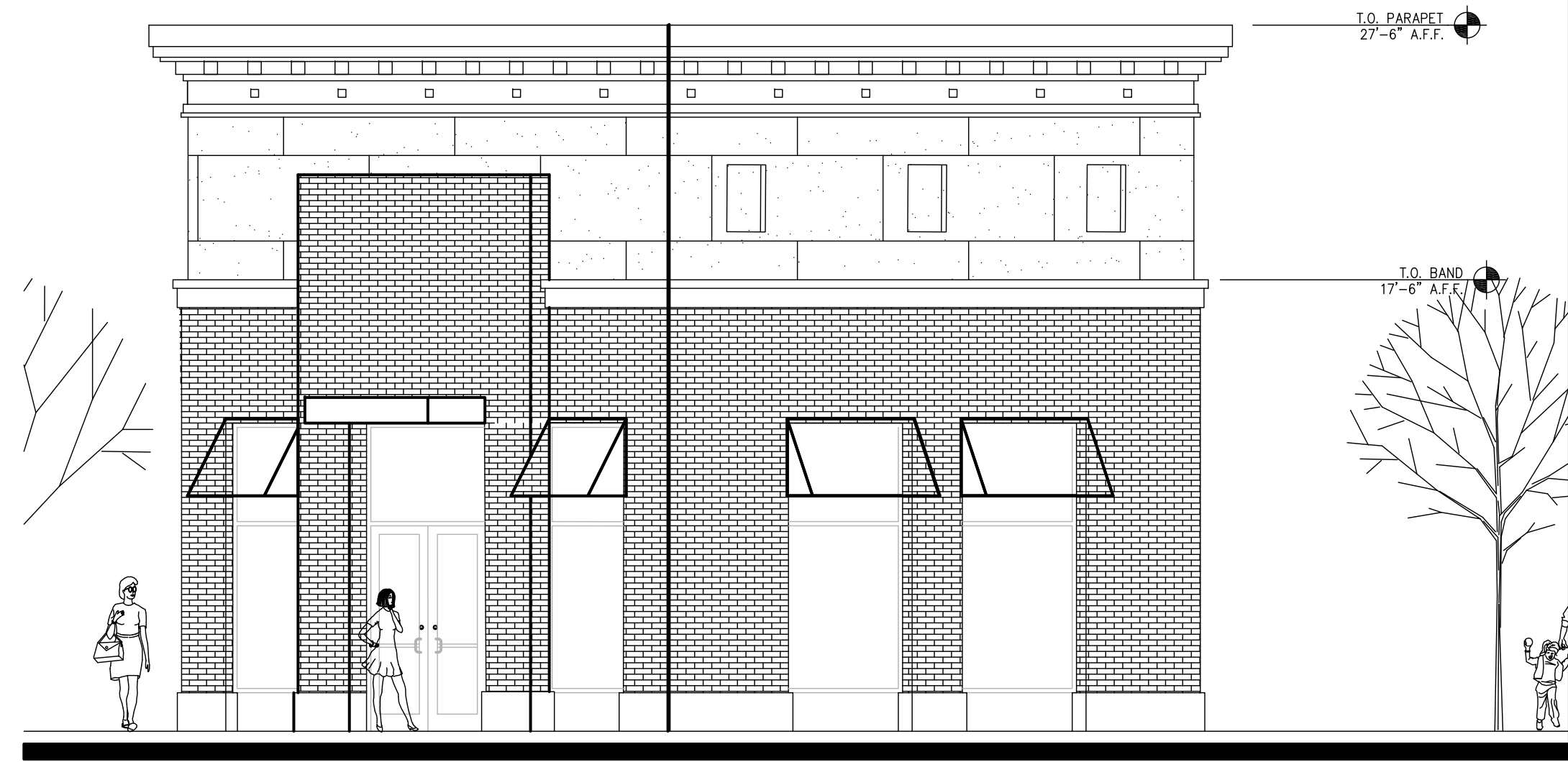
**BUILDING 2  
 EXTERIOR  
 ELEVATIONS**

SHEET NO.

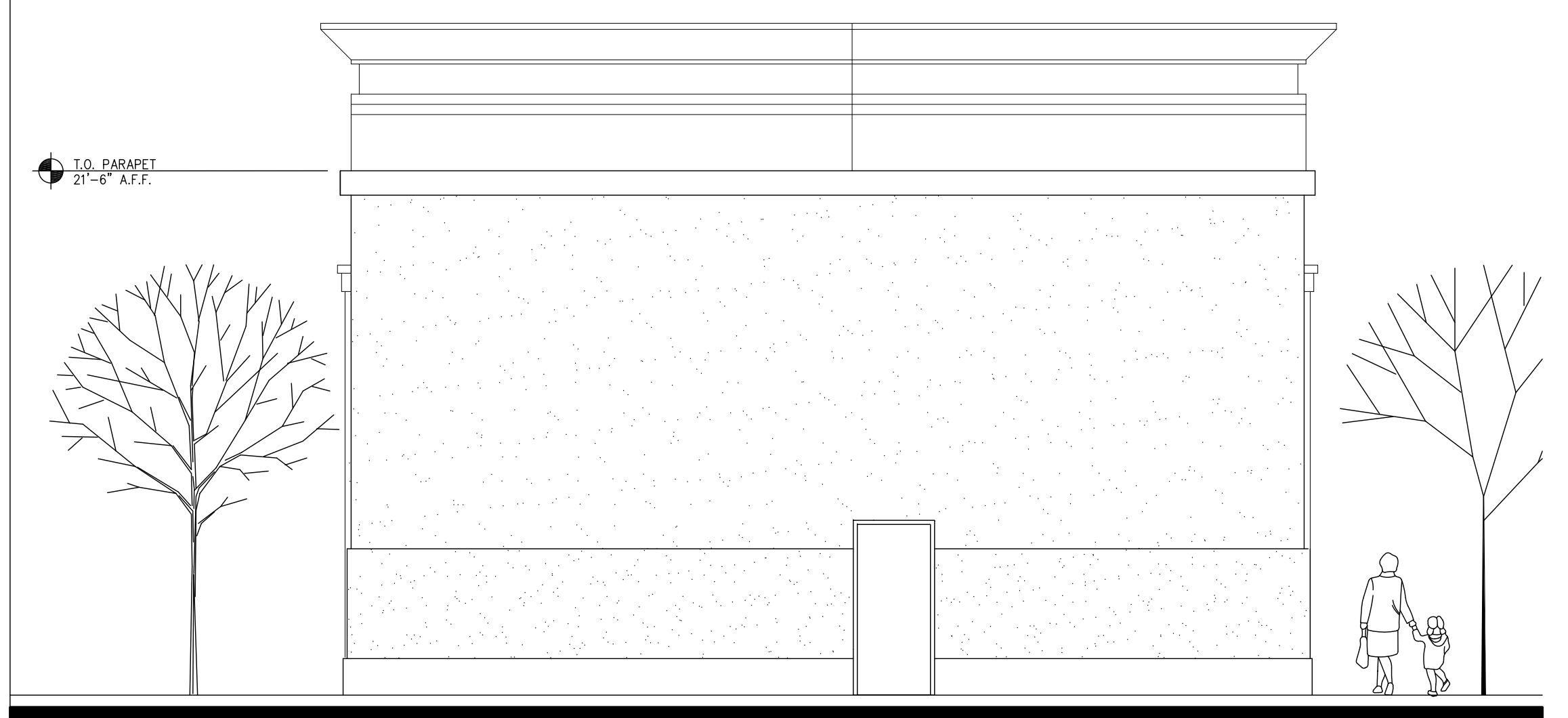
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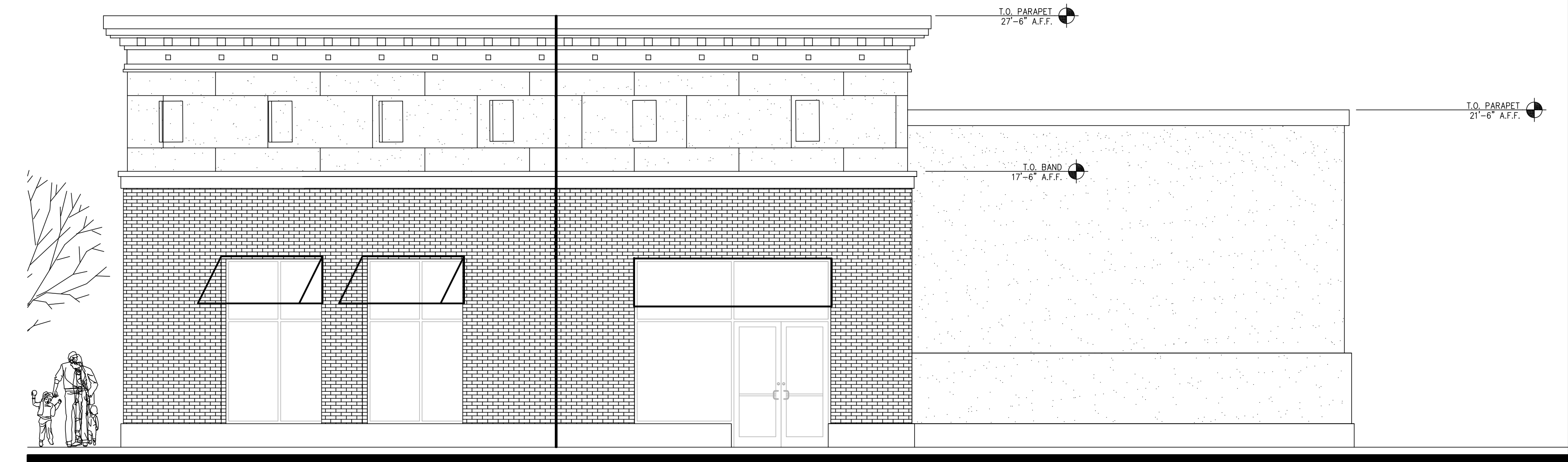
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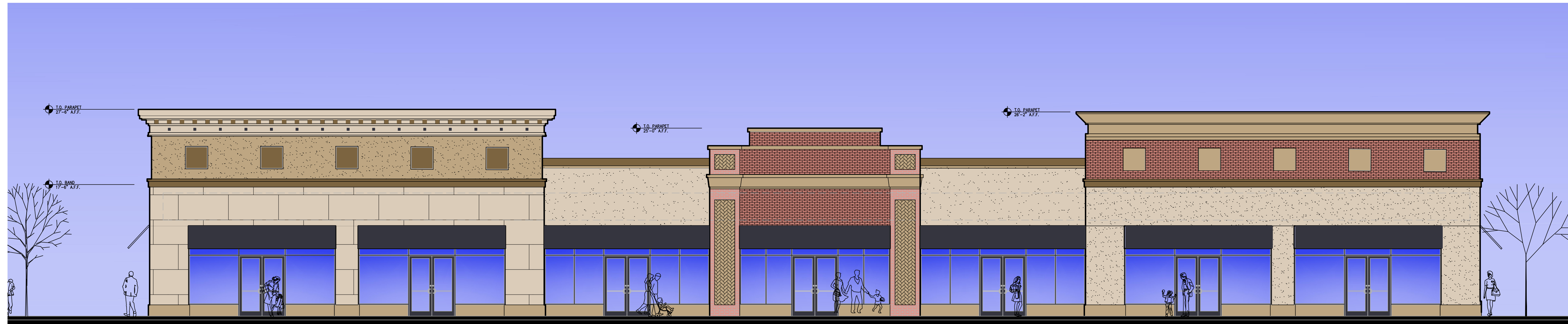
**01 RETAIL 2 - NORTH ELEVATION**  
 SC: 3/16" = 1'-0"



**04 RETAIL 2 - SOUTH ELEVATION**  
 SC: 3/16" = 1'-0"



**03 RETAIL 2 - EAST ELEVATION**  
 SC: 3/16" = 1'-0"



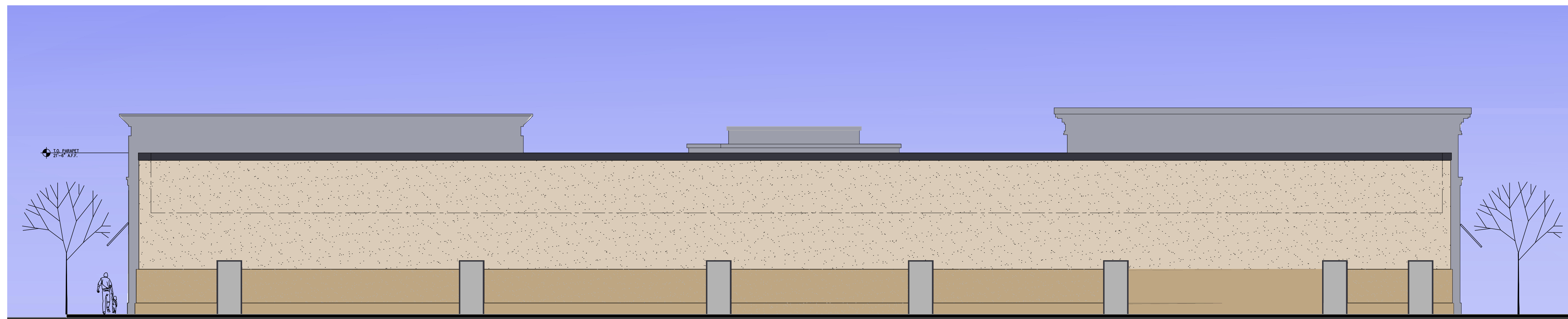
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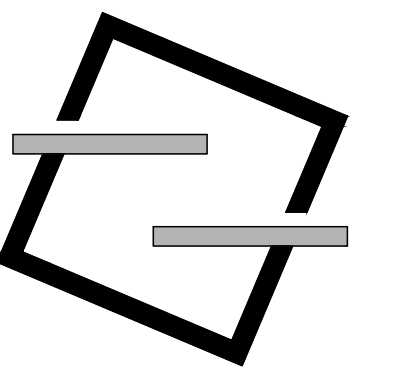
**02 RETAIL 1 - EAST ELEVATION**  
 SC: 1/8" = 1'-0"



**03 RETAIL 1 - WEST ELEVATION**  
 SC: 1/8" = 1'-0"

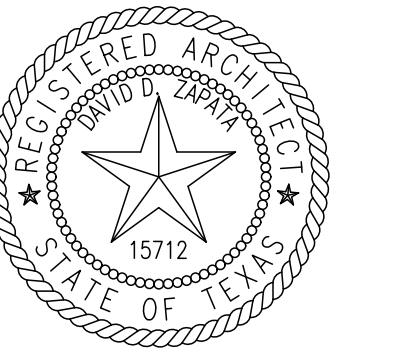


**04 RETAIL 1 - SOUTH ELEVATION**  
 SC: 1/8" = 1'-0"



**zstudio design**  
 architectural solutions  
 2225 S. 1st St.  
 Garland, Texas 75041  
 972.897.3966

davidz@zstudio-design-arch.com



**McLENDON-CHISHOLM  
 RETAIL CENTER**  
 130 and 150 South State Hwy 205  
 McLendon Chisholm, TX. 75032

REVISIONS

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| NO. | DATE | DESCRIPTION |
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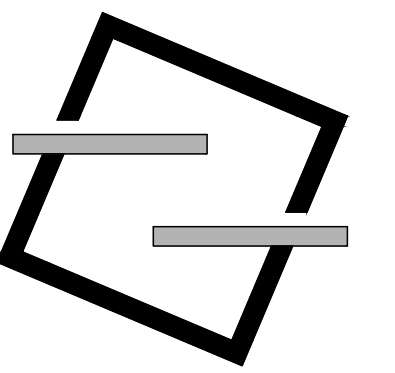
SHEET TITLE

**BUILDING 1  
 EXTERIOR  
 ELEVATIONS**

SHEET NO.

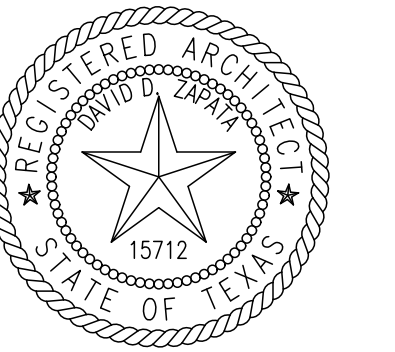
**A5.0C**

PRELIM 12-3-25



**zstudio design**  
 architectural solutions  
 2225 S. 1st St.  
 Garland, Texas 75041  
 972.897.3966

davidz@zstudio-design-arch.com



**McLENDON-CHISHOLM  
 RETAIL CENTER**  
 130 and 150 South State Hwy 205  
 McLendon Chisholm, TX. 75032

REVISIONS

| NO. | DATE | DESCRIPTION |
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|     |      |             |
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|     |      |             |
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NO. DATE DESCRIPTION  
 ISSUE DATE:

SHEET TITLE  
**BUILDING 2  
 EXTERIOR  
 ELEVATIONS**

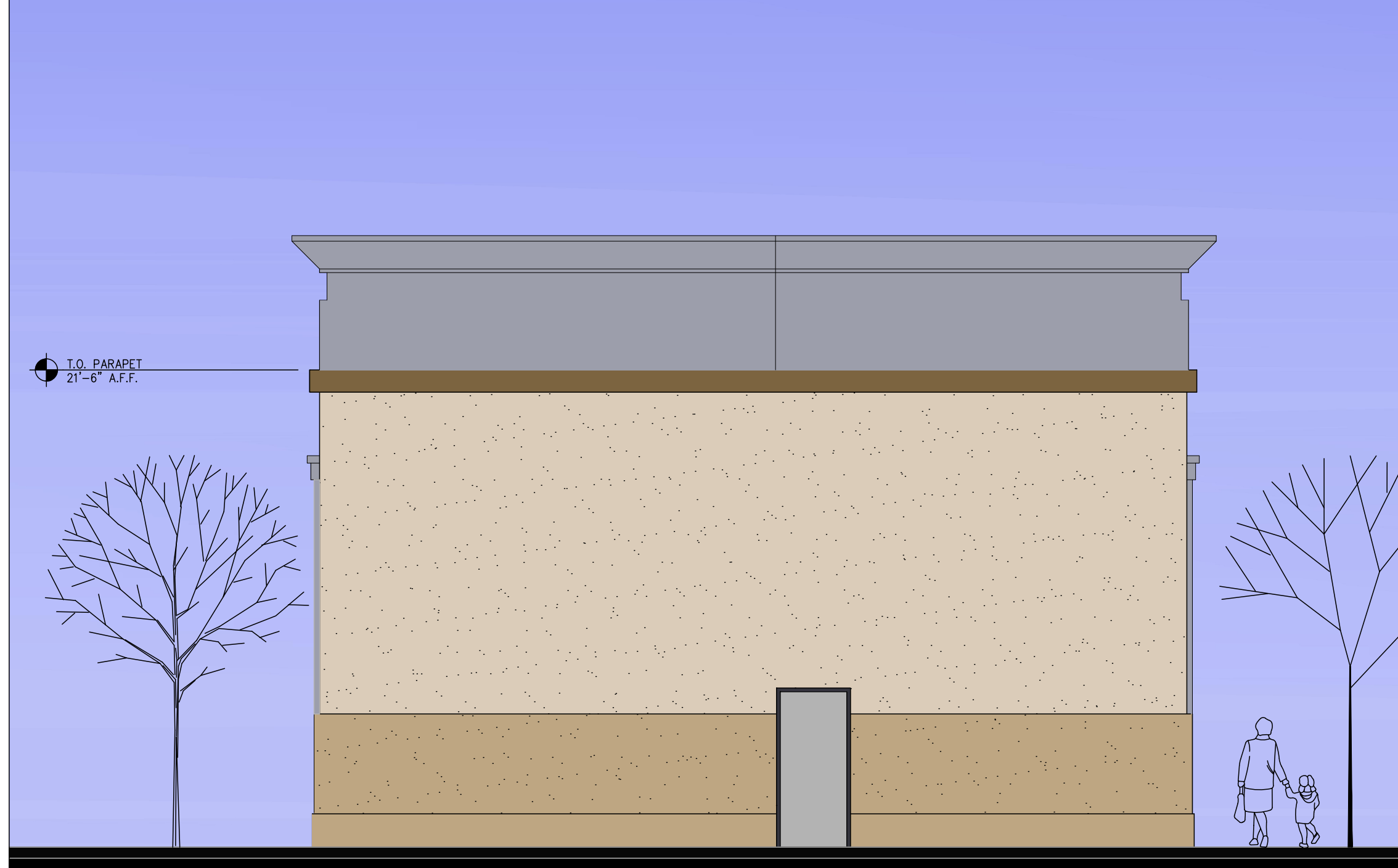
SHEET NO.  
**A5.1C**



**02 RETAIL 2 - WEST ELEVATION**  
 SC: 3/16" = 1'-0"



**01 RETAIL 2 - NORTH ELEVATION**  
 SC: 3/16" = 1'-0"



**04 RETAIL 2 - SOUTH ELEVATION**  
 SC: 3/16" = 1'-0"



**03 RETAIL 2 - EAST ELEVATION**  
 SC: 3/16" = 1'-0"

**ORDINANCE NO. 2020-01**

**AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM "GB" GENERAL BUSINESS DISTRICT TO A "PD" PLANNED DEVELOPMENT DISTRICT ON APPROXIMATELY 1.50 ACRE TRACT AT THE SOUTHWEST CORNER STATE HIGHWAY 205 AND F.M. 550 IN THE K. LATHAM SURVEY, ABSTRACT NO. 133, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 1 ATTACHED HERETO; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a change in zoning from a "GB" General Business District to a "PD" Planned Development District on approximately 1.50 acres (Rockwall County Appraisal District Property ID No. 101321) generally situated on the southwest corner of the intersection of State Highway 205 and F.M. 550 in the K. Latham Survey, Abstract No. 133, McLendon-Chisholm, Texas, Rockwall, as more particularly described in Exhibit 1 attached hereto, has been requested by MFS Group, LLC for the purpose of developing the site for GB General Business District uses; and

**WHEREAS**, the Planning and Zoning Commission of the City of McLendon-Chisholm, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of McLendon-Chisholm, has given the requisite notice by publication and otherwise, and after holding a required public hearing and affording a full and fair hearing to all property owners generally and to all interested persons interested and situated in the affected area and in the vicinity thereof, recommended to the City Council of the City of McLendon-Chisholm that the request be approved; and

**WHEREAS**, the City Council of the City of McLendon-Chisholm, as the governing body and in compliance with the laws of the State of Texas and the ordinances of the City of McLendon-Chisholm, has given the requisite notice by publication and otherwise, and after holding a required public hearing and affording a full and fair hearing to all property owners generally and to all interested persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion, has concluded that the Zoning Ordinance and Zoning Map should be amended as provided herein.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS:**

**SECTION 1.** The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

**SECTION 2.** The Zoning Ordinance and Zoning Map of the City of McLendon-Chisholm, Texas, heretofore duly passed by the governing body of the City of McLendon-Chisholm, as heretofore amended, be and are hereby amended by granting a change in zoning from a "GB" General Business District to a "PD" Planned Development District on approximately 1.50 acres (Rockwall County Appraisal District Property ID No. 101321) generally situated on the southwest corner of State Highway 205 and F.M. 550 in the K. Latham Survey, Abstract No. 133, McLendon-Chisholm, Texas, Rockwall, as more particularly described in Exhibit 1 attached hereto (the "**Property**"), has been requested by MFS Group, LLC for the purpose of developing the site for GB General Business District uses; and

**SECTION 3.** That the Development Standards set forth in Exhibit 2 attached hereto and incorporated herein shall be applicable to all land uses, structures, the use and occupancy of all structures, and the development, construction, operation, and maintenance of all improvements on the Property.

**SECTION 4.** That the Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of McLendon-Chisholm, Texas, as heretofore amended, and as amended herein.

**SECTION 5.** That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this Ordinance as applicable to the Property, to the extent of such conflict, be and the same are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 7.** That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of McLendon-Chisholm, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** That an offense committed before the effective date of this Ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 9.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED and APPROVED** by the City Council of the City of McLendon-Chisholm, Texas, on the 10<sup>th</sup> day of March 2020.

APPROVED:



Keith Short, Mayor



ATTEST:



Rochelle Green, City Secretary

**CITY OF MCLENDON-CHISHOLM**  
**ORDINANCE NO. 2020 –**  
**APPROVED 03/10/2020**

**EXHIBIT 1**

**Metes and Bounds Description of the Property, 1.50 Acre Tract**

**LEGAL DESCRIPTION**

BEING all of Lot 1 in Block 1 of the SH 205/550 Addition, an Addition to the City of McLendon Chisholm, Rockwall County, Texas according to the conveyance plat thereof, recorded in Document No. 20190000009311, Real Estate Records, Rockwall County, Texas.

**CITY OF MCLENDON-CHISHOLM  
ORDINANCE NO. 2020 –  
APPROVED 03/10/2020**

**EXHIBIT 2**

**DEVELOPMENT STANDARDS**

(1) **Uses Allowed.**

(a) The only uses allowed in this Planned Development District are:

Those uses allowed in the City of McLendon-Chisholm "GB" General Business District as provided in the City's Zoning Ordinance; with the following prohibited/modified uses:

**The following uses are prohibited:**

Amusement center, indoor (S)  
Veterinarian office, large animal practice (S)  
Auto repair garage  
Auto sales, new and used  
Auto service station  
Farm machinery and implement sales and service  
Motorcycle sales  
Ambulance service  
Auction house, indoor  
Building material sales/lumber yard  
Contractor, no outside storage permitted  
Contractor outside storage, permitted  
Contractor storage or equipment yard  
Cosmetic tattoo establishment  
Extended-stay hotel/motel  
Exterminating service  
Factory outlet, retail or wholesale store  
Hotel or motel  
Kennel  
Landscape Service  
Laundry, self service  
Pawn shop  
Mini-warehouse  
Cargo container

**The following uses are modified:**

Restaurant, drive-in/drive-thru (allowed by right); limited to one with a maximum floor area of 2,500 square feet and must include a minimum of 200 square feet of outdoor seating area; Restaurant, with or without alcohol sales (allowed by right), must include a minimum of 200 square feet of outdoor seating area.

(2) **Parking Required.**

- (a) Parking spaces shall conform to the size and shape requirements of the Zoning Ordinance.
- (b) Required parking spaces may be shared between and by all uses on the Property.
- (c) For all "GB" General Business District allowed zoning uses, parking shall be provided in accordance with the requirements of the City of McLendon-Chisholm Zoning Ordinance.
- (d) In addition, covered outside seating in association with an allowed restaurant use does not require parking for the first 200 square feet of area; any additional covered seating must be parked per the requirements for a restaurant use; non-covered outside seating does not require parking.

(3) **Density, area, yard, height and lot coverage requirements:** Per GB General Business District regulations, as amended.

(4) **Screening.** Visual screening shall be provided between commercial buildings and parking areas when adjacent to residential uses. Visual screening shall be a minimum of six feet in height and may be living and irrigated hedge materials or constructed in accordance with Section 6-8 of the McLendon-Chisholm Zoning Ordinance. All dumpsters shall be screened from State Highway 205 and from adjacent residential property by solid screening that complies with the Section 6-8 of the McLendon-Chisholm Zoning Ordinance.

(5) **Development plan and elevations.** A development plan that complies with Section 5.1D.2. must be submitted to and recommended by the Planning and Zoning Commission and approved by the City Council prior to the issuance of a building permit. Elevations illustrating compliance with Section 4-13, as modified in this Ordinance, must also be submitted to and recommended by the Planning and Zoning Commission and approved by the City Council prior to the issuance of a building permit. Development plans must show emergency apparatus/vehicle access roads and turnarounds that conform to the adopted Fire Code.

(6) **Commercial Development Standards.** Any development on the Property must comply with Section 4-13 Commercial development standards of the Zoning ordinance with the following exceptions:

**E. Building form.** 1. The minimum area of a single floor shall be 2,500 sf. The maximum area allowed for a single floor shall be 12,000 sf, no single tenant may exceed 5,000 sf. The maximum length for any building wall shall be 200 ft. No single tenant may exceed 5,000 square feet in either a larger building or a stand-alone building.

**G. External façade materials.** Does not apply except as noted below:

Windows and glazing shall be a maximum of 30% of each building elevation.

**K. Off-street parking and loading requirements.**

2. No more than three (3) rows of angled or parallel parking shall be allowed between the primary building and the street right-of-way.

(7) **Signs.** Signage shall be in accordance with the City's ordinances and sign regulations.

(8) **Landscaping.** Per GB General Business District requirements.

(8) **Other Law.** The development, construction and use of the Property and all structures thereon shall be in compliance with all applicable City, State, and Federal Regulations for inspections, permitting, licensing and building, construction and fire codes, except as modified by this ordinance.



City of McLendon-Chisholm  
Staff Report

**Date:** March 24, 2026

**Agenda Item:** Discuss and consider approval of appointing Mayor Pro-Tem John Powers to serve on the Emergency Services Corporation (ESC) Board as the City's representative.

**Background:**

The Emergency Services Corporation (ESC) Board provides oversight and governance for emergency service operations within the region, including fire protection and emergency medical services. Participation on the ESC Board ensures that the City of McLendon-Chisholm has representation in discussions and decisions that impact service delivery, funding, and long-term planning for emergency services.

This position was previously held by Mr. Jerry Brewer. Following his resignation from the City Council, the City's representative seat on the ESC Board is now vacant.

Mayor Pro-Tem Powers currently serves as the Council liaison to the Fire Department.

**Options/Alternatives:**

1. City Council may approve the item.
2. City Council may deny the item.

**Recommendation:**

Staff recommend approval of appointing Mayor Pro-Tem John Powers to the Emergency Services Corporation (ESC) Board as the City's representative.

**Presenter:** Fabrice Kabona, City Manager