

**First Amendment
to the Interlocal Agreement for Fire Protection and Emergency Services
between the City of Georgetown, Texas
and
Williamson County Emergency Services District No. 8**

This is the First Amendment ("First Amendment") to the Interlocal Agreement for Fire Protection and Emergency Services between the City of Georgetown, Texas ("City") and Williamson County Emergency Services District No. 8 ("District") effective October 1, 2018 (the "Original Agreement").

WHEREAS, on September 12, 2018, the City and the District entered into the Original Agreement for the provision of fire protection and emergency services pursuant to Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act;

WHEREAS, the City and the District desire to amend the Original Agreement regarding the obligations of the District;

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this Amendment and other good and valuable consideration, the City and the District agree as follows:

1. Section 4.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Section 4.2. The District shall pay the Contract Price to the City in quarterly payments on January 10, April 10, July 10, and October 10 of each year. Payments shall be remitted to: City Manager or designee, City of Georgetown, P.O. Box 409, Georgetown, Texas 78626. To the extent permitted by applicable law, the District agrees to levy the full tax rate (ceiling) authorized by Article III, Section 48-e, Texas Constitution to pay the Contract each year. In the first five (5) years, the District shall use one-fifth of its now current reserve funds ("Eligible Reserves"), to pay any deficits that remain each fiscal year, which shall be paid to the City within 90 days of the date on which the City provides the District with a full accounting of any such deficits and such accounting has been verified by the District, except that the District's reserve fund shall never be brought lower than the amount necessary to fund ninety (90) days of the District's operating costs. Further, the District may use any unused portions of previous years one-fifth of now current reserve funds towards future deficits. At the end of the fifth (5th) year, the parties will recalculate the annual fee based on a new cost analysis

2. All other terms of the Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Original Agreement remains unchanged and in full force and effect, subject to its terms.
3. This Amendment is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

[Signature page to follow]

CITY OF GEORGETOWN

By: _____
Mayor

Date: _____

Approved as to Form:

Skye Masson, City Attorney

Attest:

Robyn Densmore, City Secretary.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

By: _____
_____, President

Date: _____

Approved as to Form:

Ken Campbell, Attorney

Attest:

_____, Secretary.

