

Chris Burkett

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INTERDEPARTMENTAL SERVICE DELEGATION
AGREEMENT AMONG THE
QUINLAN VOLUNTEER FIRE DEPARTMENT, INC.

and

TAWAKONI VOLUNTEER FIRE DEPARTMENT
for

Contract Fire Department Services with the City of Hawk Cove, Texas

1. Purposes

The purposes of this Agreement are, as a Service Delegation Agreement, to continue the fire department services provided as contracted for by and between the City of Hawk Cove, Texas ("CoHC") and Quinlan Volunteer Fire Department, Inc. ("QVFD") as set forth in that May 25th, 2023 Extension of Fire, Rescue and Medical Emergency Responder Agreement (Amended August 28, 2022) (the "Contract").

2. Acknowledgements - Receipt and Contingencies

The parties hereto are each a 501(c)(3) incorporated entity and thereby legally entitled to enter into this Agreement, which contains the following acknowledgements:

- a. Tawakoni Volunteer Fire Department ("TVFD") hereby specifically acknowledges receipt of a copy of the Contract, and that this Agreement continues the Contract in full force and effect as set forth in the Contract.
- b. QVFD hereby delegates, to TVFD, QVFD's services under the Contract, contingent only on future changes enabling QVFD's return to operating ability and/or operating status, at which time, QVFD shall fully resume its services under the Contract.
- c. The parties hereto specifically acknowledge that future fire department district mapping and dispatching, which respectively are solely controlled by Hunt County Commissioners Court and American Medical Response ("AMR"), may subject TVFD's services under this Agreement and the Contract to limitations intended to benefit certain portions of CoHC and/or its Extraterritorial Jurisdiction ("ETJ") with faster response times.
- d. For any portions of CoHC and/or its ETJ so affected, TVFD acknowledges and agrees that it shall provide secondary response throughout the period of this Agreement.

3. Consideration for this Agreement

Each party to this Agreement acknowledges that it has received, and will receive, the following consideration, as well as other good and valuable consideration, and further hereby acknowledges the receipt and sufficiency of the same, including the mutual covenants recited herein, for entering into and performing under this Agreement:

- a. From and after the effective date of this Agreement, TVFD shall receive directly from CoHC the funds referenced in the Contract as payable monthly by CoHC to QVFD.
- b. QVFD shall, by this Agreement, receive the continued preservation of and services under the Contract without breach until such time as QVFD is restored and able to return to operating ability and/or operating status; and
- c. All parties to this Agreement acknowledge that this Agreement is in the best interest of the southern Hunt County, Texas, communities, as well as, and particularly, in the best interest of CoHC and its Extra Territorial Jurisdiction ("ETJ").

4. Period of Agreement

This Agreement takes effect on the date on which the last of the parties hereto signs this Agreement by its duly authorized representatives. This Agreement ends on the tenth (10th) day following changes enabling QVFD to resume its operating ability and/or operating status, or on such later date as is provided by the specific terms of the Contract.

Upon the tenth (10th) day following changes that enable QVFD to resume operating ability and/or operating status, this Agreement shall expire and the parties hereto agree to acknowledge that expiration by notices as referred to below. TVFD specifically agrees to avoid any action by TVFD that interferes with or negatively impacts QVFD's efforts and/or ability to resume operating ability and/or operating status.

5. TVFD's Duties and Obligations under this Agreement

- a. During the period of this Agreement, TVFD shall serve as the contracted fire department for the City of Hawk Cove under the Contract;
- b. A copy of the map of CoHC's city boundaries and its ETJ is attached to and incorporated into this Agreement by this reference. During the period of this Agreement, should TVFD receive a dispatch or call for CoHC and/or its ETJ that TVFD cannot readily or timely respond to, or that would better serve any part of CoHC and/or its ETJ, then, pursuant to TVFD's already existing Mutual Aid Agreements, such dispatch or call must be served by a more ready or timely response from another fire department.
- c. During the period of this Agreement and thereafter, QVFD and TVFD agree to mutually and continuously work cooperatively to support both, QVFD's efforts and/or ability to resume operating ability and/or operating status, and QVFD's and TVFD's mutual operating viability.

6. Modifications

Any changes, amendments or revisions to this Agreement shall only be effective upon the date on which all parties have signed such amendment or revision by their duly authorized representatives.

7. Termination

This Agreement shall be in full force and effective for the period and the terms specified in this Agreement. Any of the parties may terminate their involvement in this Agreement by giving not less than sixty (60) days written notice to all other parties as stated in paragraph 10 below. Upon any party's failure to carry out the terms of this Agreement, termination of that party's involvement in this Agreement may be requested by the remaining parties by giving thirty (30) days written notice as stated in paragraph 10 below, stating both the cause and the requested termination effective date.

8. Special Conditions

This Agreement is subject to the laws of the State of Texas, is performable in the County of Hunt, State of Texas, and is subject to the judicial venue of the County of Hunt, State of Texas. Any portion of this Agreement found by a court of law to be invalid shall not invalidate all other portions, which shall remain in full force and effect.

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9. Special Certification

Each individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official, or agency of the party represented by that signature.

10. Notices

Any notice of any kind required to be given by a party to another party to this Agreement shall be in writing and mailed by United States Postal Service Certified Mail, Return Receipt Requested, at the addresses shown below.

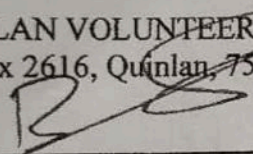
11. Copies

Copies of this agreement with original signatures will be provided to each party of the agreement.

12. Signatures:

This Agreement may be executed in counterparts and each executed counterpart shall have the same full force and effect as an original.

QUINLAN VOLUNTEER FIRE DEPARTMENT, INC.
PO Box 2616, Quinlan, 75474


Signature

4-3-26
Date

Brian Collinsworth
Printed Name

Its Fire Chief

TAWAKONI VOLUNTEER FIRE DEPARTMENT
951 East State Hwy. 276, West Tawakoni, Texas 75474

Chris Burkett
Signature

3/23/2026
Date

Chris Burkett
Printed Name

Its Fire Chief

