

Ryan Stevens, Place 1
Tomas Mendoza, Place 2
Steven Teschke, Place 3



James Castle, Place 4
Daniel Dennis, Place 5
Shelby St. Claire, Mayor Pro Tem, Place 6

James Clark, Mayor
SPECIAL CALLED MEETING
CITY OF JUSTIN
CITY COUNCIL AGENDA
AUGUST 5, 2025
415 N. COLLEGE AVE.
5:30 PM

A) CALL TO ORDER

Convene into Session:
Invocation and Pledge of Allegiance
American Flag

Texas Flag: *"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible"*

B) PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens with the opportunity to speak, the mayor may impose a three-minute time limitation for each citizen to speak with a seasonal limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic. The Texas Open Meetings Act prohibits the City Council from discussing issues which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

C) ACTION ITEM(S)

1. Consider setting the proposed 2025 Tax Rate at 0.735000.
2. Consider approving Resolution 769-25 for the placement, consideration, public hearing and adoption of the 2025 Tax Year Property Tax Rate on the City Council meeting agenda for August 14, 2025, for the City of Justin, Texas for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026; requiring publication of the notice of the 2025 tax year proposed property tax rate in a newspaper of general circulation in the City; posting the notice on the City's website; and providing an effective date; and take appropriate action.
3. Consider approving Resolution 772-25 naming Denton County Tax Assessor/collector as City's Designated Official to calculate and publish the no-new-revenue and voter-approval tax rates for the City of Justin for tax year 2025; and take appropriate action
4. Consider approving Resolution 773-25 Fire Services Contract with Denton County; and take appropriate action

D) ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this July 29th by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Amy Piukana

Amy Piukana, TRMC, City Secretary



City Council Coversheet
August 5, 2025
415 N. COLLEGE AVE.

Agenda Item: 1. (ACTION ITEM(S))

Title: Consider setting the proposed 2025 Tax Rate at 0.735000.

Department: Administration

Contact: Jarrod Greenwood, City Manager, Abbey Reece

Recommendation:

Set the 2025 Proposed Tax rate at 0.725000.

Background:

Texas Tax Code SEC. 26.06 requires taxing units to comply with truth-in-taxation laws in adopting their tax rate. Since the City is considering adopting a rate that is higher than the voter approval rate and lower or equal to the de minimis rate, the City must adopt its budget and tax rate on or before August 18, 2025. Outlined below are key steps in ensuring that the budget and tax rate are adopted in time and in accordance with the State Tax Code.

On or before Thursday, August 7, 2025 City Council must approve a proposed tax rate. Staff is proposing a rate of \$0.735000, which is estimated to be near the de minimis rate. By approving the proposed tax rate the City Council is setting the maximum tax rate that can be adopted for the upcoming budget year. Although the proposed rate establishes the maximum tax rate that can be adopted, it does not prohibit the City Council from adopting a tax rate that is lower than the proposed tax rate.

After the proposed tax rate is adopted, the next key step in approving the budget and tax rate will be to hold a public hearing on the budget on Tuesday, August 12, 2025. Per the State Tax Code, staff will publish a notice of public hearing for the budget on or before Saturday, August 12, 2025.

After the City Council has approved a proposed tax rate and held a public hearing on the budget, State law requires that a hearing be held on the tax rate. Before the hearing on the tax rate can occur taxing units must publish a "NOTICE OF PUBLIC HEARING ON TAX INCREASE" at least five (5) days before said public hearing. Since the tax rate public hearing is scheduled for Thursday, August 14, the public hearing notice must be published in the newspaper on or before Saturday, August 9, 2025.

If this item is approved, the City Secretary shall publish a "NOTICE OF PUBLIC HEARING ON TAX INCREASE" in the City's official newspaper, and on city website, in compliance with all state statutes. The language in the notice is stipulated by State statute and cannot be changed.

You can expect to vote on adopting a tax rate after the tax rate public hearing on Thursday, August 14, 2025. The only reason this wouldn't happen is if a budget is not passed at that meeting. State law requires the City adopt a budget prior to adopting a tax rate. We must adopt a tax rate by Monday, August 18, 2025, to ensure we comply with state laws.

City Attorney Review: N/A

Attachments:

None



City Council Coversheet
August 5, 2025
415 N. COLLEGE AVE.

Agenda Item: 2. (ACTION ITEM(S))

Title: Consider approving Resolution 769-25 for the placement, consideration, public hearing and adoption of the 2025 Tax Year Property Tax Rate on the City Council meeting agenda for August 14, 2025, for the City of Justin, Texas for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026; requiring publication of the notice of the 2025 tax year proposed property tax rate in a newspaper of general circulation in the City; posting the notice on the City's website; and providing an effective date; and take appropriate action.

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Approve the resolution as presented.

Background:

Texas Tax Code SEC. 26.06 requires taxing units to comply with truth-in-taxation laws in adopting their tax rate. Since the City is considering adopting a rate that is higher than the voter approval rate and lower or equal to the de minimis rate, the City must adopt its budget and tax rate on or before August 18, 2025. Outlined below are key steps in ensuring that the budget and tax rate are adopted in time and in accordance with the State Tax Code.

On or before Thursday, August 7, 2025 City Council must approve a proposed tax rate. Staff is proposing a rate of \$0.735000, which is estimated to be near the de minimis rate. By approving the proposed tax rate the City Council is setting the maximum tax rate that can be adopted for the upcoming budget year. Although the proposed rate establishes the maximum tax rate that can be adopted, it does not prohibit the City Council from adopting a tax rate that is lower than the proposed tax rate.

After the proposed tax rate is adopted, the next key step in approving the budget and tax rate will be to hold a public hearing on the budget on Tuesday, August 12, 2025. Per the State Tax Code, staff will publish a notice of public hearing for the budget on or before Saturday, August 12, 2025.

After the City Council has approved a proposed tax rate and held a public hearing on the budget, State law requires that a hearing be held on of tax rate. Before the hearing on the tax rate can occur taxing units must publish a "NOTICE OF PUBLIC HEARING ON TAX INCREASE" at least five (5) days before said public hearing. Since the tax rate public hearing is scheduled for Thursday, August 14, the public hearing notice must be published in the newspaper on or before Saturday, August 9, 2025.

If this item is approved, the City Secretary shall publish a “NOTICE OF PUBLIC HEARING ON TAX INCREASE” in the City’s official newspaper, and on city website, in compliance with all state statutes. The language in the notice is stipulated by State statute and cannot be changed.

You can expect to vote on adopting a tax rate after the tax rate public hearing on Thursday, August 14, 2025. The only reason this wouldn’t happen is if a budget is not passed at that meeting. State law requires the City adopt a budget prior to adopting a tax rate. We must adopt a tax rate by Monday, August 18, 2025, to ensure we comply with state laws.

City Attorney Review: No

Attachments:

1. Res 769-25

CITY OF JUSTIN, TEXAS

RESOLUTION NO. 769-25

A RESOLUTION OF THE CITY OF JUSTIN, TEXAS PLACING CONSIDERATION AND ADOPTION OF THE 2025 TAX YEAR PROPERTY TAX RATE ON CITY COUNCIL MEETING AGENDA FOR AUGUST 14, 2025, FOR THE CITY OF JUSTIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; REQUIRING PUBLICATION OF THE NOTICE OF THE 2025 TAX YEAR PROPOSED PROPERTY TAX RATE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; POSTING THE NOTICE ON THE CITY'S WEBSITE; AND PROVIDING AN EFFECTIVE DATE; AND TAKE APPROPRIATE ACTION.

RECITALS

WHEREAS, the City of Justin, Texas is a Home Rule municipality located in Denton County, created in accordance with the provisions of the City Charter; and

WHEREAS, the City Council of the City of Justin, Texas will meet and determine the necessary appropriations required for Fiscal Year 2025-2026 on the 14th day of August 2025 and will determine it to be in the best interest of the citizens of Justin to propose a tax rate that is anticipated to Exceed the No New Revenue Rate and the Voter Approval Rate, but not exceed the De Minimis Rate.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS AS FOLLOWS:

SECTION 1. THAT The City Manager is hereby directed to place consideration and adoption of the 2025 Tax Year Property Tax Rate for the City of Justin, Texas on the City Council meeting agenda for August 14, 2025 at 5:30 PM at the Justin City Hall, 415 N. College Ave., Justin, Texas 76247.

SECTION 2. THAT The City Council hereby authorizes and calls a public hearing (Public Hearing on Tax Increase, as required by Texas Tax Code §26) to be held on August 14, 2025 at or after 5:30 p.m. at the Justin City Hall, 415 N. College Avenue, Justin, Texas 76247, at which the City Council shall, among other actions, hear and pass on any objections to the proposed property tax rate; and, upon the adjournment of the Public Hearing on Tax Increase, the City Council will consider an ordinance adopting a tax rate for tax year 2025.

SECTION 3. THAT The City Council hereby authorizes the City Secretary to publish Notice of Public Hearing on Tax Increase to be held on August 14, 2025, in the form prescribed by Section 26 of the Texas Tax Code, in a paper of general circulation in the City.

SECTION 4. THAT The City Council hereby authorizes the City Manager to publish the Notice of Public Hearing on Tax Increase to be held on August 14, 2025, on the City's website as prescribed by Section 26 Texas Tax Code

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**DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JUSTIN,
TEXAS ON AUGUST 5, 2025.**

CITY OF JUSTIN, TEXAS

APPROVED:

James Clark, Mayor

ATTEST:

Amy M. Piukana, City Secretary



City Council Coversheet
August 5, 2025
415 N. COLLEGE AVE.

Agenda Item: 3. (ACTION ITEM(S))

Title: Consider approving Resolution 772-25 naming Denton County Tax Assessor/collector as City's Designated Official to calculate and publish the no-new-revenue and voter-approval tax rates for the City of Justin for tax year 2025; and take appropriate action

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

Staff recommends that the City Council approve Resolution 772-25, as presented.

Background:

City Attorney Review: No

Attachments:

1. Resolution 772-25 Approving Denton County Tax Assessor-Collector as the City's Designated Official

**CITY OF JUSTIN
RESOLUTION 772-25**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, NAMING DENTON COUNTY TAX ASSESSOR/COLLECTOR AS THE CITY'S DESIGNATED OFFICIAL TO CALCULATE AND PUBLISH THE NO-NEW-REVENUE AND VOTER-APPROVAL TAX RATES FOR THE CITY OF JUSTIN FOR TAX YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas ("City") is a political subdivision of the State of Texas authorized to levy and collect ad valorem taxes; and

WHEREAS, Section 6.24 of the Texas Tax Code and Chapter 791 of the Texas Government Code authorize municipalities to enter into interlocal agreements with counties for the assessment and collection of ad valorem taxes; and

WHEREAS, the City of Justin City Council passed Resolution 759-25, approving an ICA with Denton County for the Assessment and Collection of Ad Valorem Taxes; and

WHEREAS, the City of Justin City Council finds that passage of this Resolution is in the best interest of the City and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the City of Justin City Council hereby approves Resolution 772-25, naming Denton County Tax Assessor/Collector as City's Designated Official to calculate and publish the no-new-revenue and voter-approval tax rates for the City of Justin for tax year 2025.

SECTION 3: That this Resolution shall become effective from and after its date of passage.

DULY PASSED and approved by the City Council of the City of Justin, Texas, by a vote on this the 5th day of August, 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy M. Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney



City Council Coversheet
August 5, 2025
415 N. COLLEGE AVE.

Agenda Item: 4. (ACTION ITEM(S))

Title: Consider approving Resolution 773-25 Fire Services Contract with Denton County; and take appropriate action

Department: Administration

Contact: Jarrod Greenwood, City Manager

Recommendation:

City Administration recommends that the City Council approve Resolution 773-25, as presented.

Background:

As Council is aware, staff have been working with the Justin Community Volunteer Fire Department on the Transition Plan to address financial and operational logistics, as well as to ensure continuity of services as we experience growth in our community.

In addition to the work on the Transition Plan, we have also been working with Denton County regarding the Denton County Emergency Response Area Plan that [was approved by the Commissioners' Court last year](#). This Plan provides for a strategic approach to the provision of services to the unincorporated areas within the County, which implements a three-tier system to improve emergency response times in unincorporated areas. The Plan establishes regional response areas, ensuring the closest unit, regardless of jurisdiction, responds to emergencies. The first phase of this plan begins in October 2025.

The following elements will be implemented and managed:

1. New response and reimbursement model.
2. Contracting and Subcontracting fire and EMS services in the MUD and unincorporated areas.
3. Providing direct fire and EMS services in the Denton County Emergency Response Area

Based on our discussions with Denton County regarding this Plan and our Transition Plan, it was determined that the City of Justin needed to be the contracting party with Denton County.

All revenue associated with the proposed ICA will be appropriated to JCVFD until such time the Department is fully transitioned to the City.

City Attorney Review: Yes

Attachments:

1. Resolution 773-25 Denton County ICA Fire Protection and Emergency Ambulance Services
2. RES 773-25 Exhibit A - Denton County Fire ICA

**CITY OF JUSTIN
RESOLUTION 773-25**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, APPROVING INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY FOR FIRE PROTECTION AND EMERGENCY AMBULATORY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (“City”) is a political subdivision of the State of Texas and is authorized to provide fire protection and emergency ambulatory services; and

WHEREAS, the City of Justin has been working with the Justin Community Volunteer Fire Department (JCVFD) to transition from an independent and separate organization to a City Department; and

WHEREAS, the City of Justin City Council passed a Memorandum of Understanding (MOU) with JCVFD with Resolution 671-24 regarding the expectation that the provision of fire and ambulatory services within the unincorporated areas of Denton County would continue; and

WHEREAS, the City of Justin City Council desires to continue fire and ambulatory services within the unincorporated areas of Denton County; and

WHEREAS, the City of Justin City Council has reviewed the proposed ICA with Denton County and desires to approve the agreement; and

WHEREAS, the City of Justin City Council finds that passage of this Resolution is consistent with the MOU and is in the best interest of the City, its residents, and the residents in the County to enter into this agreement with Denton County for Fire Protection and Emergency Ambulatory Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS:

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the City of Justin City Council hereby approves Resolution 773-25, authorizing the City Manager to execute the Interlocal Cooperation Agreement with Denton County for Fire Protection and Emergency Ambulatory Services attached as ***Exhibit "A"***.

SECTION 3: That this Resolution shall become effective from and after its date of passage.

DULY PASSED and approved by the City Council of the City of Justin, Texas, by a vote on this the 5th day of August, 2025.

APPROVED:

James Clark, Mayor

ATTEST:

Amy M. Piukana, City Secretary

APPROVED AS TO FORM:

Matthew Boyle, City Attorney

THE COUNTY OF DENTON

§
§
§
§

CITY OF JUSTIN

STATE OF TEXAS

Resolution 773-25

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2025, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Justin (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and has engaged for the provision of fire protection services; and emergency ambulance services for the benefit of the citizens of the City of Justin; and

WHEREAS, the **COUNTY** desires to obtain fire protection services; and emergency ambulance services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient fire protection services and emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend **COUNTY** funds to defray the expense of establishing, operating, and maintaining fire protection services and emergency ambulance services in the **COUNTY**; and

WHEREAS, the **AGENCY** has an exclusive emergency services contract with the Justin Community Volunteer Fire Department, Inc. (“the JCVFD”), which is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and protection of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the JCVFD is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and Texas Health and Safety Code, Section 774.003, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, agreements and consideration stated herein, agree as follows:

I. **TERM**

The term of this Agreement shall be for the period beginning of October 1, 2025, and ending September 30, 2027.

II. **DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. “Emergency Ambulance Services” means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded, or injured for medical treatment is essential to the health or life of a person or persons.
- B. “Fire Protection Services” means all of the customary and usual services of a fire department, including fire suppression and medical emergency services.
- C. “Parties” means the Agency and the County.

III.

SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services and emergency ambulance services normally rendered by the **AGENCY** to citizens of the City of Justin, through the **AGENCY's** agreement with the JCVFD, in circumstances of emergency. The **AGENCY** will now extend such services to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A" and "Exhibit B," attached hereto and incorporated herein by reference.

A. FIRE PROTECTION SERVICES

Fire protection services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire protection, extinguishment, safety and rescue services. The services to be rendered are as follows:

1. The **AGENCY** shall make available and provide emergency fire protection, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
2. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Justin ERZ (700-01)*" as set out in Exhibit "A".
3. The **COUNTY** agrees that, in the event a fire in the **AGENCY's** unincorporated designated area which the **AGENCY** considers to be of an incendiary nature the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
4. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

B. EMERGENCY AMBULANCE SERVICES

Emergency ambulance services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are do not otherwise have access to emergency services.

1. The **AGENCY** shall make available and provide emergency ambulance services within the agreed or specified territory or jurisdiction of the **AGENCY**.
2. The **AGENCY** shall respond to requests for emergency ambulance transportation made within the portion of the **COUNTY** designated as "*Justin ERZ (700-01)*" as set out in Exhibit "B".
3. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

IV. PERFORMANCE OF SERVICE

The **COUNTY** shall designate the County Fire Marshal to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Fire Marshal, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY**'s employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

At the request of the **COUNTY**, the **AGENCY** shall, submit statements reporting fire protection calls and/or emergency ambulance transport provided by the **AGENCY**. In so doing, the **AGENCY** shall use the Texas Fire Incident Reporting System's standardized forms to report

fire protection services, and the standardized ambulance transportation reporting form for emergency ambulance services. Both forms may be submitted by personal delivery, U.S. Mail, facsimile, or email to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208.

V. COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for full performance of services as provided in this Agreement the sum of **\$752,421.00**, to be paid as follows:

1. A sum of **\$370,651.00** to be paid for fire calls and ambulance transports performed during the 2025-2026 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$370,651.00** no later than February 1, 2026.
2. A sum of **\$381,770.00** to be paid for fire calls and ambulance transports performed during the 2026-2027 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$381,770.00** no later than February 1, 2027.

The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

VI. FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII. RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, and the Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of sixty (60) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving one-hundred eighty (180) days advance written notice to the other party. In the event of termination by either party prior to the **AGENCY** being paid in full, the **AGENCY** shall be compensated pro rata for all services performed to the termination date by dividing the full sum of the applicable year by 365 days, the number of days covered by this Agreement. In the event of such termination after the **AGENCY** has been paid in full, the **COUNTY** shall be reimbursed pro rata for all compensation paid to the **AGENCY** in anticipation of the **AGENCY** providing

services after the date of termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XIII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV. SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit “A” and Exhibit “B”.

[EXECUTION PAGES FOLLOW]

EXECUTED this _____ day of _____, 2025.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

AGENCY:

City of Justin
415 North College Avenue
Justin, Texas 76247

By: _____
Andy Eads
Denton County Judge

By: _____
Name _____
Title _____

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$752,421.00 to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor