



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/22/16			
Department:		Fire			
Department Head		Sam Greif, Fire Chief			
Agenda Coordinator (include phone #): Cynthia Morgan, Ext. 7164					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Richardson, Texas, to allow Plano Fire-Rescue to use, on a temporary basis, the Fire Training Center owned and operated by the City of Richardson; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	FY2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s): GENERAL FUND					
COMMENTS: Fiscal impact is not determinable at this time; it will depend on the total number of hours required beyond reciprocal use of Plano facilities and equipment. Any related costs will be covered by approved FY 2016-17 Budget appropriations within the Fire Department. STRATEGIC PLAN GOAL: Interlocal agreements relate to Financially Strong City with Service Excellence, Safe Large City, and Partnering for Community Benefit.					
SUMMARY OF ITEM					
Agreement for Plano Fire-Rescue to use the City of Richardson's Fire Training Center. The term is for a period of one (1) year. Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution & Interlocal Cooperation Agreement					

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Richardson, Texas, to allow Plano Fire-Rescue to use, on a temporary basis, the Fire Training Center owned and operated by the City of Richardson; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the City of Richardson for use, on a temporary basis, the Fire Training Center located in the City of Richardson, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement attached hereto as Exhibit "A".

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS §
COUNTIES OF COLLIN §
AND DALLAS §

**INTERLOCAL COOPERATION AGREEMENT
FOR USE OF THE CITY FIRE TRAINING CENTER**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Richardson, Texas (the “City”) and the City of Plano, Texas (“Plano”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City owns and operates a Fire Training Center for the training of its fire fighters (the “Fire Training Center”); and

WHEREAS, Plano desires to use the Fire Training Center in accordance with the terms and conditions set forth herein; and

WHEREAS, the City desires to allow Plano to use the Fire Training Center as set forth herein; and

WHEREAS, the governing bodies of the City and Plano have authorized this Interlocal Cooperation Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be made from current, available revenue;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Term**

The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each, unless either Party provides written notice to terminate the Agreement at least thirty (30) days prior to the expiration of the then current term. Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. City may suspend or

immediately terminate the use of the Fire Training Center by Plano for any unsafe, dangerous or other unauthorized use of the Fire Training Center.

Article II Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Plano may use the Fire Training Center.

Article III Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly requires otherwise:

“City” shall mean the City of Richardson, Texas, acting by and through its City Manager, or designee.

“Effective Date” shall mean the last date of execution of this Agreement by all of the Parties.

“Fire Science Training” shall collectively mean live fire training in pursuit of basic fire certification and ladder training above four floors, driving/pumping, high angle rescue, ventilation exercise, and any fire, Emergency Medical, and specialized rescue training related to fire department services.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Plano” shall mean the City of Plano, Texas, acting by and through its City Manager, or designee.

Article IV Use of Fire Training Center

4.1 Fire Science Training Use. (a) Plano may use the designated Fire Training Center facilities during the periods approved by the City. Plano shall contact the City Fire Department to schedule dates and times for use of the designated Fire Training Center Facilities.

(b) City shall provide at least one (1) fire personnel on site during the Fire Science Training. Plano may not use the Fire Training Center at any time during which the City does not have at least one (1) representative on site. City shall provide the necessary personnel to operate

the fire systems for the live Fire Science Training for each Class. Plano agrees and acknowledges that only City personnel may operate the fire systems.

(c) Plano is solely responsible for providing the personnel for the Fire Science Training unless the Parties agree otherwise in writing. Plano Fire Science Training shall at all times be in compliance with National Fire Protection Association Standard (NFPA) #1403, "Standard on Live Fire Training Evolutions," and at least one (1) Certified Fire Safety Officer shall be involved in all evolutions/uses conducted at the Fire Training Center, and that that certification be current and through the Texas Commission on Fire Protection (TCFP) or the International Fire Service Accreditation Congress (IFSAC).

(d) Plano shall comply at all times with the City rules for the Fire Training Center adopted from time to time by the City Fire Department.

4.2 Fees. Plano, as payment of fee for the use of the Fire Training Center, shall provide Richardson with an equal number of hours of training with Plano equipment and facilities as agreed by the Fire Chiefs of the respective Parties. If, however, more training hours are needed, Plano shall pay to the City the fees set forth in the Fee Schedule for use of the Fire Training Center on a monthly basis within thirty (30) days after receipt of a City itemized invoice. Plano shall, prior to any use of the Fire Training Center, pay to the City the deposit, if required.

4.3 Insurance. Plano shall obtain and maintain in full force and effect, at its expense, the following policies of insurance and coverage:

- (a) Commercial General Liability Policy. Commercial General Liability Policy covering bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against claims, demands or actions relating to Plano use of the Fire Training Center pursuant to this Agreement with minimum limits of not less than Two Million Dollars (\$2,000,000) combined single limit, and Four Million Dollars (\$4,000,000) aggregate, including products and completed operations coverage Personal and Advertising Injury, with a minimum "per occurrence" limit of Two Million Dollars (\$2,000,000). This policy shall be primary to any policy or policies carried by or available to the City, as relates to Plano operations.
- (b) Workers' Compensation/Employer's Liability Insurance Policy. Workers' Compensation/Employer's liability insurance policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
- (c) Automobile Liability Insurance Policy. Automobile liability insurance policy covering all operations of Plano pursuant to this Agreement involving the use

of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

- (d) Excess Coverage. The above insurance limits can be provided by primary policies reflecting required limits or through a combination of primary and excess liability insurance policies. The general liability and automobile liability insurance shall be primary and any excess or umbrella coverage shall follow form to the primary coverage.
- (e) Waiver of Subrogation Rights. All such policies of insurance shall waive the insurer's right of subrogation against the City. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.
- (f) Additional Insured Status. With the exception of Worker's Compensation Insurance/Employer's Liability Insurance, all insurance required pursuant to this Agreement shall be endorsed to name City as additional insureds using Additional Insured Endorsements for the City under Texas law, including products/completed operations.
- (g) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of the use of the Fire Training Center under this Agreement and annually thereafter until the expiration or termination of this Agreement. All required policies shall be endorsed to provide the City with thirty (30) days advance notice of cancellation, waiver of subrogation, City as additional insureds, and shall be primary with City insurance coverage being non-contributory. At the renewal of the required insurance policies, Plano shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Plano shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein. The delivery of the Certificates of Insurance and the policy endorsements to the City is a condition precedent to the continuation of the use of the Fire Training Center by Plano. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsement shall remain in effect until the expiration or termination of this Agreement. All policies must be written on a primary, non-contributory basis with any other insurance coverage and/or self-insurance maintained by City as relates to Plano operations.

(h) Carriers. All policies of insurance required to be obtained by Plano pursuant to this Agreement shall be maintained with insurance carriers that are reasonably satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A - VII or better” by AM Best or other equivalent rating service.

4.4 Governmental Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party’s officers, agents and employees in the execution and performance of this Agreement.

Article V Miscellaneous

5.1 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for the City, to:

Dan Johnson
City Manager
City of Richardson, Texas
411 West Arapaho Road
P.O. Box 830309
Richardson, Texas 75083-0309

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Plano, to:

Bruce D. Glasscock
City Manager
City of Plano, Texas
1520 K Avenue
Plano, Texas 75074

5.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to this agreement.

5.3 Laws Governing. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter of said court.

5.4 Severability. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.5 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.6 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

5.8 Exhibits. The exhibits to this Agreement are incorporated herein.

5.9 Recitals. The recitals to this Agreement are incorporated herein.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2016.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTIES OF COLLIN §
AND DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **DAN JOHNSON**, City Manager of the **CITY OF RICHARDSON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



Richardson Fire Training Center Fee Schedule

Indoor Classroom Only (All fees are per hour)		
Single Room	\$50	M-F 08:00-17:00
	\$100	M-F 17:00-22:00 & Weekends
Double Room	\$75	M-F 08:00-17:00
	\$150	M-F 17:00-22:00 & Weekends

Training Tower with Outdoor Classroom (All fees are per hour)		
Less than 14 people	\$100	(no burning)
14 or more people	\$150	(no burning)
Burning Class A Only	+ \$25	(must supply own fuel)
Class B: 1 Floor	+ \$50	(includes fuel)
Class B: 2 Floors	+ \$80	(includes fuel)
Trench Rescue & Confined Space Prop Only	\$50	M-F 08:00-17:00
	\$90	M-F 17:00-22:00 & Weekends
Vehicle Propane Fire Prop Only (Includes 1 Fire Control Officer & 1 Safety Officer)	\$150 + cost of fuel	Propane Costs are typically \$100/hour, depending on speed of rotations
Driving Simulator	\$150	M-F 08:00-17:00
SCBA Maze Only	\$50	M-F 08:00-17:00

- Plano must supply all Class A fuels to be used and replace any material used for ventilation props/ceiling tiles or sheetrock.
- Fees include 1 RFD staff member plus one additional for 1 floor burning or 2 additional for 2 floor burning.
- Plano is responsible for all clean-up.