



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 26, 2013		
Department:		Fire		
Department Head		Brian A. Crawford		
Agenda Coordinator (include phone #): <b>Cynthia Morgan (ext. 7164)</b>				
<b>CAPTION</b>				
<p><b>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and Collin County for firefighting and fire protection services; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</b></p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):    N/A</b>				
<p><b>COMMENTS:</b> Fiscal impact is not determinable at this time; it will depend on the nature, number and duration of each incident. This will not impact the rendering of mutual aid in the event of an emergency and/or disaster; funds are available within the Fire Department's operating budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Mutual Aid agreements relate to Financially Strong City with Service Excellence, Safe Large City and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Plano Fire-Rescue to provide firefighting and fire protection services to the unincorporated area of Plano's fire district as assigned by Collin County.</p> <p>This Agreement is effective October 1, 2013, and continues for an initial term of one year. The Agreement shall automatically renew for successive one year terms unless terminated or canceled by either Party.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Interlocal Agreement, Map of Area			n/a	

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and Collin County for firefighting and fire protection services; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement for firefighting and fire protection services by and between Collin County and the City of Plano, Texas, a substantial 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 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 interest of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his 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.

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

**DULY PASSED AND APPROVED** this the 26th day of August, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

COUNTY OF COLLIN §  
STATE OF TEXAS §

**INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION  
OF FIREFIGHTING AND FIRE PROTECTION SERVICES**

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, **Collin County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), and **City of Plano** (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

**RECITALS**

**WHEREAS**, this Agreement is made pursuant to the Interlocal Cooperation Act, V.T.C.A., GOVERNMENT CODE, Chapter 791 (the "Act"); and

**WHEREAS**, COUNTY and AGENCY are local governments as defined by the Act engaged in the provision of governmental services to their respective citizens; and

**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 residents of Collin County, Texas; and

**WHEREAS**, AGENCY is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

**WHEREAS**, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

**WHEREAS**, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

**WHEREAS**, the parties have current funds available to pay for services provided pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**I. Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

**II. Obligations and Responsibilities of AGENCY**

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshal requests for information and will use best efforts to work with the Collin County Fire Marshal to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.

**III. Obligations and Responsibilities of COUNTY.**

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local Government Code chapter 352, such

payments will be made from COUNTY's general fund. All payments hereunder shall be paid from current revenues legally available to COUNTY.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

#### IV. **Effective Date, Term and Termination.**

4.1 The effective date of this Agreement shall be the 1st day of October, 2013 ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

#### V. **Miscellaneous**

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:  
Collin County, Texas  
Attn: County Judge, Keith Self  
2300 Bloomdale Rd.  
McKinney, TX 75071

To AGENCY:  
Plano Fire-Rescue  
Attn: Fire Chief, Brian Crawford  
1901 Avenue K  
Plano, TX 75074

5.2 **Release and Hold Harmless.** Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

5.3 **Immunity.** In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

5.4 **Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.5 **Entire Agreement; Severability.** This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

5.6 **Governing Law.** This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

5.7 **Non Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.8 **No Third Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

6.0 **Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

6.1 **Authority.** The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies, and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

**Collin County, Texas**

AGENCY

**City of Plano, Texas**

\_\_\_\_\_  
County Judge, Keith Self  
Acting on behalf and by Authority  
Of the Collin County Commissioners

\_\_\_\_\_  
Bruce D. Glasscock

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stacey Kemp, County Clerk

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

# Plano Fire Department

**FSFD FRISCO #2**

**PLANO #10**

**ALLEN #4**

**ALFD ALLEN CENTRAL**

**ALLEN #2**

**PLANO #8**

**ALLEN #3**

**HP Enterprise Services PLANO #7**

**PLFD**

**PLANO #6**

**PLANO #11**

**PKFD**

**PLANO #5**

**PLANO #10**

**PLANO #3**

**PLANO #2**

**Plano**

**DFD**

**DALLAS #10**

**DALLAS #1**

**RICHARDSON #6**

**RIFD**

EXHIBIT A  
TO  
INTERLOCAL AGREEMENT