



**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:		10/11/10			
Department:		Public Safety Communications			
Department Head		Ronald Timmons			
Agenda Coordinator (include phone #): Trang Tran x7930					
CAPTION					
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 the City of Plano, Texas and the City of Lucas, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Lucas; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	33,455	133,820	167,275
BALANCE		0	33,455	133,820	167,275
FUND(s): GENERAL FUND					
COMMENTS: Actual revenue is variable and future revenue projections are based on the population estimates for the City of Lucas as found in the annual NCTCOG population estimates. Estimated revenue to be received by the City of Plano from the City of Lucas totals \$167,725 over the five-year period.					
STRATEGIC PLAN GOAL: Fire & Emergency Medical Dispatch service agreements relate to the City's Goal of "Financially Strong City with Service Excellence" and "Partnering for Community Benefit".					
SUMMARY OF ITEM					
Staff requests Council approval of an Interlocal agreement between the City of Plano and the City of Lucas whereby the City of Plano will dispatch calls for Fire and Emergency Medical Service for the City of Lucas. This agreement is for a five year period beginning on October 1, 2010 and ending on September 30, 2015.					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Resolution, Agreement	Other Departments, Boards, Commissions or Agencies

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 the City of Plano, Texas and the City of Lucas, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Lucas; 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 governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has before it the proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas ("Plano"), and the City of Lucas, Texas ("Lucas"), attached hereto as Exhibit "A" and incorporated herein by reference, which provides the terms and conditions under which Plano will dispatch calls for emergency fire and medical assistance to Lucas (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the proposed Agreement provides for services that protect the health, safety, and welfare of residents, a valid public purpose of interest to each of the entities; and

WHEREAS, the City Council desires to approve the terms and conditions of the Agreement, and to authorize the City Manager or his authorized designee to execute the Agreement 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 City Council, after review of the terms and conditions of the Agreement, hereby approves the attached Interlocal Agreement for Dispatch Services for Lucas.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection herewith 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 the first day of October 2010.

DULY PASSED AND APPROVED the 11th day of October, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF PLANO AND THE CITY OF LUCAS FOR FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES

This Agreement is made between the CITY OF PLANO, TEXAS, a municipal corporation (hereinafter referred to as "Plano"), and the CITY OF LUCAS, TEXAS, a municipal corporation municipality (hereinafter referred to as "Lucas"), as follows:

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

WHEREAS, Plano and Lucas are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the parties desire to enter into an agreement under which Plano will provide dispatch services as herein described to Lucas at a fee; and

WHEREAS, Plano and Lucas have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW THEREFORE, Plano and Lucas, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

The term of this Agreement is for a period of five (5) years, beginning on the 1st day of October, 2010, and ending on the 30th day of September, 2015, with an optional three (3) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or Lucas, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2018.

II. OBLIGATIONS OF PLANO

- 2.01 Upon transfer of fire and Emergency Medical Services (EMS) calls from the Collin County Sheriff's Office, Plano shall:
- (a) dispatch Lucas fire calls via radio and alpha-numeric pager, or in the event of radio malfunction, dispatch via any other method available; and
 - (b) provide pre-arrival EMS instructions when necessary and appropriate, and notify an EMS Provider designated by Lucas when necessary and appropriate.

III. OBLIGATIONS OF LUCAS

- 3.01 The primary Public Safety Answering Point (PSAP) for the City of Lucas shall be the Collin County Sheriff's Office (CCSO). CCSO shall transfer all fire and EMS calls to the Plano Public Safety Communications (PSC) Center. Lucas shall be responsible for maintaining a PSAP for all calls dispatched by Plano under this agreement and shall promptly notify Plano if the PSAP changes.

- 3.02 Lucas shall identify the phone lines and all equipment necessary to accommodate the transfer of calls from its primary PSAP to Plano PSC.
- 3.03 Lucas shall at all times provide Plano with current and accurate street maps of the entire City of Lucas, including all areas that are served by fire, medical and other emergency personnel. This shall be in ESRI Shapefile format as specified by Plano.
- 3.04 Lucas shall provide a current and accurate listing of all types of apparatus in its possession and shall provide current and accurate response information.
- 3.05 Lucas shall designate and identify its EMS Provider, and shall provide all information necessary for Plano to contact the Lucas EMS Provider. Such information shall always be kept current and accurate.
- 3.06 Lucas shall provide Plano with population numbers for the Seis Lagos Utility District (SLUD) by October 1 of each year, to be included in the fee invoiced to Lucas.
- 3.07 Lucas shall provide all other information that is unique to Lucas Fire Department operations, regardless of the type of information, and shall immediately notify Plano as to changes or modifications of all such information that is reasonably necessary for Plano to provide services under this Agreement.

IV. EMPLOYMENT RIGHTS NOT ABRIDGED

Employment rights of personnel assigned to either Plano or Lucas under this Agreement are not abridged by the other agency. Participation in this Agreement by Plano and Lucas shall not penalize personnel of either department nor shall it threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits.

V. FEES

- 5.01 The fees to be paid for Fire and Emergency Medical Dispatch Services shall be assessed against Lucas. All fees due hereunder shall be paid from current revenues legally available to Lucas. Lucas agrees to pay Plano according to the following schedule:
 - (a) The annual fee for dispatch services shall be based upon the estimated population served by the Lucas FD, as identified by the annual Population Estimates published by the North Texas Central Council of Governments (NCTGOC) and the separately provided SLUD population total.
 - (b) The fees for dispatching services shall be \$5.00 per resident for the first year.
 - (c) Lucas agrees to collect fees directly from SLUD and include them in the single payment made to Plano.
 - (d) The fees will increase two percent (2%) per capita for each remaining year.
 - (e) Fees shall be calculated based upon the most recently available Population Estimates.

VI. PAYMENTS DUE

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party. For the

term of the Agreement ending September 30, 2018, Lucas agrees to pay Plano the Annual Fees under Article IV within thirty (30) days of the receipt of the invoice.

VII. TERMINATION

7.01 This agreement may be terminated as specified below upon the occurrence of any of the following:

- (a) Either party may terminate this Agreement at any time by giving sixty (60) days advance written notice. Lucas shall pay for all fees incurred through the effective date of termination.

VIII. 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, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney 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.

IX. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it 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 or 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.

X. ASSIGNMENT AND SUBLETTING

Lucas agrees to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of Plano and Lucas, and that no part or feature of the work will be sublet to anyone objectionable to Plano. Lucas further agrees that the performance of this Agreement shall not relieve Lucas from its full obligations to Plano as provided by this Agreement.

XI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Plano and Lucas and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Plano and Lucas.

XII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Plano Representative:
CITY OF PLANO
Director of Public Safety Communications
1520 K Avenue, Suite 010
Plano, TX 75074
972-941-7931

Lucas Representative:
CITY OF LUCAS
City Manager
665 Country Club Road
Lucas, TX 75002
972-727-8999

XIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/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 hereto.

XIV. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contract to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XV. VENUE

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 parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

XVI. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be constructed more favorably for either party.

XVII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instance of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet,

subcontract or transfer any interest in this Agreement without prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:

CITY OF LUCAS, TEXAS

BY: _____
Robert Patrick, City Manager

APPROVED AS TO FORM:

Joe Gorfida Jr., City Attorney

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

