



# 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:		10/12/15		
Department:		Public Safety Communications		
Department Head		Susan Carr		
Agenda Coordinator (include phone #): <b>Pam Philley x7966</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement for Back-up 9-1-1 Service and Communications Support by and between the City of Plano, Texas and the City of Richardson, Texas, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):    N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> An Interlocal Agreement with the City of Richardson for 9-1-1 Backup Services relates to the City's goal of Partnering for Community Benefit and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The cities of Plano and Richardson desire to receive back-up or supplementary 9-1-1 service and emergency communications support from each other should either city experience a primary system failure, to be provided through a reciprocal agreement between the two cities.</p>				
List of Supporting Documents: Resolution; Appendix A (Agreement)			Other Departments, Boards, Commissions or Agencies City of Richardson 9-1-1	

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement for Back-up 9-1-1 Service and Communications Support by and between the City of Plano, Texas and the City of Richardson, Texas, 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 governmental functions and services under the terms of thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement by and between City of Plano and the City of Richardson, Texas, 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 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:**

**Section I.** The terms and conditions of the Agreement, having been found by the City Council of the City of Plano 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 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 from and after its passage.

**DULY PASSED AND APPROVED** on this the 12th day of October, 2015.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT FOR BACK-UP  
9-1-1 SERVICE AND COMMUNICATIONS SUPPORT**

This interlocal agreement ("Agreement") is made and entered into by and between the City of Plano, Texas ("Plano") and the City of Richardson, Texas ("Richardson").

**WITNESSETH:**

**WHEREAS**, the Texas Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities; and

**WHEREAS**, this Interlocal Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act; and

**WHEREAS**, Plano and Richardson desire to receive back-up or supplementary 9-1-1 service and emergency communications support from each other should either city experience a primary system failure, to be provided for through a reciprocal agreement between the two cities; and

**WHEREAS**, the governing bodies of each city find that the project or undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental function which is the subject matter of this Agreement; and

**WHEREAS**, the governing bodies of each city find that the project or undertaking is necessary for the benefit of their respective citizens and that each party has legal authority to provide the governmental function which is the subject matter of this contract; and

**WHEREAS**, the governing bodies further find that the performance of this Agreement is in the common interest of both parties; and furthers the health, safety, and welfare of their respective citizens; and

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual agreements contained herein, the parties do hereby agree as follows:

**Section 1 - TERMS AND DEFINITIONS**

The parties agree hereto that for the purposes of this contract the following terms shall have the meaning herein stated unless the context indicates otherwise:

1. "Receiving City" shall mean the city whose 9-1-1 emergency calls are being transferred for answering to the Providing City and may, under this Agreement, be either the City of Plano or the City of Richardson. Services for the City of Plano will be provided by Plano Public Safety Communications, and services for the City of Richardson will be provided by the Richardson Police Department.

2. "Providing City" shall mean the city that is answering a transferred 911 emergency call from the Receiving City and may, under this Agreement, be either the City of Plano or the City of Richardson. Services for the City of Plano will be provided by Plano Public Safety Communications, and services for the City of Richardson will be provided by the Richardson Police Department Communications Division.
3. "PSAP" Public Safety Answering Point shall mean an entity operating under common management which receives 9-1-1 calls from a defined geographic area and processes those calls according to a specific operational policy.
4. "Force Majeure Event" includes, without limitation, acts of God, war, acts of civil disobedience, overload of the telephone system, labor disputes affecting communications or emergency services, political disturbances, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, floods or severe rain storms, prolonged below freezing temperatures, or tornadoes), earthquakes, labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities, breakage of machinery or equipment, and other events that are generally accepted as Force Majeure Events in the operation of governmental entities.
5. The "Area" to which this contract pertains is the area within the respective corporate limits of the Receiving City and the Providing City.
6. "Trouble on the Telephone System" shall mean loss of telephone communications by the 9-1-1 system for any reason which affects either both cities, or the Providing City only.
7. "Loss of Communications" shall mean loss of 9-1-1 service by the Receiving City from causes other than a Force Majeure Event or Trouble on the Telephone System.

## **Section 2 – PURPOSE**

The purpose of this Agreement is to support the ability of the Receiving City to respond to 9-1-1 emergency calls made within its corporate limits; to increase the protection afforded to its citizens by the 9-1-1 emergency system; and to sustain confidence in the 9-1-1 system. The parties acknowledge that this Agreement is supported by valuable consideration in the form of the exchange of commitments to provide backup 9-1-1 services, the receipt and sufficiency of which is hereby acknowledged. This Agreement relates only to the receipt of 9-1-1 calls by the Providing City and the transmittal of those calls and attendant information back to the Receiving City. Both parties agree and acknowledge that neither city, when acting in its capacity as the Providing City, is obligated to or will provide emergency response services to the Receiving City under the terms of this Agreement. Any such emergency response services shall be provided, if at all, under separate agreement.

## **Section 3 – LIMITATIONS ON APPLICABILITY OF AGREEMENT**

Realizing that during a Force Majeure Event or Trouble on the Telephone System that both parties are likely to have problems with their 9-1-1 emergency calls and problems making

responses thereto, the parties acknowledge that this Agreement does not cover situations and calls arising or made under a Force Majeure Event or because of Trouble on the Telephone System that effect both parties ability to operate their primary and backup PSAP. The parties understand that the Providing City is not required to purchase or maintain additional equipment or personnel in order to provide 9-1-1 emergency service to calls transferred to it by the Receiving City, so that any assistance agreed to be provided by the Providing City will be limited to that of its personnel and equipment available at the particular point of time of receipt of the transferred 9-1-1 emergency call or calls.

#### **Section 4 – RESPONSIBILITIES OF THE RECEIVING AND PROVIDING CITY**

If the Receiving City determines that it has sustained a Loss of Communications:

1. The Receiving City shall notify the Providing City of such loss along with the emergency telephone numbers or radio talk group identifiers for use in relaying information from the Providing City back to the Receiving City. Notification will be given to the Providing City prior to re-routing 9-1-1 calls to that city;
2. The Receiving City shall take action to re-route its 9-1-1 calls to the PSAP of the Providing City, preferably by a manual switch or, if necessary, through notification to the telephone company for a programming (translation) switch;
3. The Providing City agrees to answer the Receiving City's 9-1-1 calls and to transmit pertinent information to the Receiving City to enable the Receiving City to dispatch its service units to respond to the calls or requests;
4. The Receiving City shall notify the Providing City at the time that 9-1-1 emergency telephone services are restored either at the Receiving City's primary or back-up PSAP;
5. Upon restoration of 9-1-1 emergency telephone service at the Receiving City's primary or backup PSAP, the Receiving City shall manually switch or notify the telephone company to re-route the incoming 9-1-1 calls back to the Receiving City.
6. After the Receiving City has notified the Providing City of the restoration of 9-1-1 emergency services, the Providing City shall then verify the switching of re-routed calls back to the Receiving City, to confirm a return to normal (pre-re-routing) operations.
7. If the Receiving City sustains a Loss of Communications due to a planned event such as system maintenance, upgrade or other pre-planned event, the Receiving City shall provide the necessary labor to answer and dispatch from the Providing City's PSAP.

#### **Section 5 – LIMITATION OF LIABILITY; NO THIRD-PARTY BENEFICIARIES**

The Providing City shall not be liable in any manner for failure to transfer 9-1-1 calls if the Providing City experiences a Loss of Communications, Trouble on the Telephone System, or a Force Majeure Event concurrently with or in proximity to the time that the Receiving City

experiences a Loss of Communications; provided however, that the Providing City shall give reasonably prompt notice of such Loss of Communications, Trouble on the Telephone System, or Force Majeure Event to the Receiving City. In the event a party fails to comply with or otherwise breaches this Agreement, the other party, as its sole and exclusive remedy, may either immediately terminate this Agreement in writing to be addressed as stated in Section 8, *infra*. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

#### **Section 6 – TESTING**

Should either party desire to conduct a live test of the re-route procedures in this contract, it shall obtain the other party's approval for such a test not later than 72 hours prior to the intended live test.

#### **Section 7 – NO WAIVER OF IMMUNITY**

Neither party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

#### **Section 8 – TERM, TERMINATION**

This Agreement shall be in effect for a term of one year from and after the effective date and shall automatically renew for successive one-year terms upon the anniversary of the effective date. Either party may terminate this Agreement, at will and with or without cause, by giving written notice of termination to the other party not less than thirty (30) days prior to the date of termination.

#### **Section 9 – NOTICES**

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Plano Public Safety Communications**  
**P.O. Box 860358**  
**Plano, TX 75086-0358**  
**Attn: Susan Carr**

**Richardson Police Department  
140 N. Greenville Avenue  
Richardson, Texas 75081  
Attn: Chief of Police**

#### **Section 10 – ASSIGNMENT**

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

#### **Section 11 – SEVERABILITY**

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

#### **Section 12 – WAIVER**

Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

#### **Section 13 – GOVERNING LAW; VENUE**

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Collin County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Collin County, Texas.

#### **Section 14 – PARAGRAPH HEADINGS; CONSTRUCTION**

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

## **Section 15 – BINDING EFFECT**

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

## **Section 16 – GENDER**

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

## **Section 17 – COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

## **Section 18 – ENTIRE AGREEMENT**

It is understood and agreed that this Agreement contains the entire Agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

## **Section 19 – RELATIONSHIP OF PARTIES**

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, joint enterprise or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except as otherwise authorized in writing by the other.

## **Section 20 - EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below.

**CITY OF RICHARDSON**

Date: 10/5/15

By:   
Dan Johnson, City Manager

APPROVED AS TO FORM:

  
Peter G. Smith, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

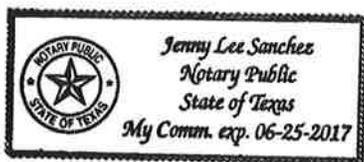
APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 5<sup>th</sup> day of October, 2015, by **DAN JOHNSON**, City Manager of **CITY OF RICHARDSON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Jenny Lee Sanchez  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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