Letter of Intent between the McLendon-Chisholm Volunteer Fire Department ("MCVFD") and the City of McLendon-Chisholm ("M-C" or "City") to enter into a contract to transition the MCVFD into a newly created City of McLendon-Chisholm Fire Department.

1) M-C requests this letter, bearing the signature of an MCVFD member authorized to enter into contracts, be delivered to the M-C City Secretary at or before 5:00 PM Monday, February 26, 2018.

2) M-C and MCVFD will enter into fast-paced negotiations to finalize this transition contract no later than Monday, March 12, 2018. To this end, the City and MCVFD negotiators wish to hold the first negotiation meeting either Wednesday, February 28, 2018, or Thursday, March 1, 2018.

3) M-C will draft and file all documents necessary to create and operate a Municipal Fire Department.

4) The transition contract term is April 1, 2018, to September 30, 2018. This term will allow the synchronization of the Fire Department and City budget cycles and provide the new sitting City Council an opportunity to mold the new department.

5) M-C will, at its sole discretion, have the option to extend the contract term in fiscal quarter increments to September 30, 2019.

6) M-C will provide MCVFD $41,312 per quarter in funding to supply TCFP certified personnel to man Station 1 from 7 am to 7 pm Monday through Saturday, payable on April 15 and July 15, 2018.

7) M-C will provide MCVFD $4,162 in funding, payable on the 15th of each month, to employ its Fire Chief until 30 days after the City employs an interim Fire Chief. This 30-day period is for knowledge transfer between all MCVFD personnel and the City's interim Fire Chief. At the end of the 30-day period, the MCVFD Fire Chief will relinquish control of the MCVFD to the Interim Fire Chief. The former MCVFD Fire Chief agrees to consult thereafter, at a predetermined hourly rate, if asked.

8) M-C accepts the MCVFD's offer to be as aggressive as the City can support to transfer all assets to the City.

9) M-C will include MCVFD personnel in the implementation of a Municipal Fire Department.
10) M-C agrees MCVFD will continue providing fire and emergency services coverage in the unincorporated areas in the fire district during the transition period.

11) M-C will work with Rockwall County Commissioners to address unresolved funding issues regarding fire protection in the unincorporated areas of Fire District 22.

12) M-C, after obtaining legal title to an asset, will provide funding for maintenance and operation of that asset. MCVFD will submit a detailed expense report on the 15th and last day of each month for all M&O expenses. The City will reimburse approved expenses no later than 15 days after submission. Any expenditure of $500 or more requires prior City approval. MCFVD agrees not to make expenditures or incur obligations outside the normal, customary and ordinary operations of MCVFD.

13) MCVFD will continue to service and maintain in good working order all assets whether owned by the City or MCVFD.

14) MCVFD will review and modify as required the MCVFD Articles of Incorporation to ensure legal transfer of assets.

15) MCVFD remains an independent “not-for-profit” 501(c)(4) Texas Corporation under contract to provide personnel services to the City for the duration of the transition contract.

16) MCVFD operates under its Corporate Charter, 2017 Bylaws and governing Federal, State, and Local Codes. Modifications to MCVFD Charter or 2017 Bylaws are not allowed without prior City approval.

17) MCVFD personnel agrees to abide by the City’s Code of Conduct during the transition. The City’s Code of Conduct supersedes the MCVFD 2017 Bylaws if conflicts occur.

18) MCVFD is responsible for maintaining firefighter certifications, training and readiness levels based on SFFMA or TCFP standards.

19) MCVFD will maintain all insurance policies until the City instructs a policy canceled.

20) MCVFD responds to Rockwall County Sheriff 911 Dispatch Direction.
21) MCFVD will submit, by the 10th of each month, complete financial statements for the previous month to appropriate City personnel.

22) MCVFD agrees to an audit at City expense to validate the Corporation and its ownership of assets.

23) The City and MCVFD will honor all existing inter-local and inter-jurisdictional agreements for mutual aid and response.

24) The contract will include a non-disparagement clause to prevent all parties from saying, writing, publishing or posting disparaging public comments about one another.

25) All parties agree not to disseminate any information about the negotiations to anyone except MCVFD voting members, Fire Chief, McLendon-Chisholm Mayor, City Council Members, City Attorney and Assistant City Administrator/Secretary, except as required by law.

26) Dissemination of information requires the prior approval of content and method by all negotiators, except as required by law.

27) In the event negotiations between the City and MCVFD fail to produce a Transitional Contract acceptable to all parties by March 12, 2018, negotiations will cease and the All Volunteer Contract will be the only contract available from the City.

28) This Letter of Intent shall be expeditiously submitted for approval to the governing bodies of the City and MCVFD.

AGREED AS TO FORM:

Mayor Pro Tem Wayne Orchard
Date 2-23-18

Council Member Scott Turnbull
Date 2-23-18

John Grumpley
Date 2-23-18

Mark Kiphut
Date 2-23-18
APPROVED AS TO FORM AND SUBSTANCE:

Robert Steinhagen  2/26/18  Robert Jones  2/27/18
Mayor, City of McLendon-Chisholm  Date  Fire Chief, MCVFD  Date