

INTERLOCAL COOPERATION AGREEMENT

FOR ADMINISTRATION OF FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of ____, 2018, by and between McLendon Chisholm Volunteer Fire Department, hereinafter referred to as "MCVFD", and the City of McLendon Chisholm, a home rule municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, MCVFD is a duly organized political subdivision of the State of Texas engaged in the administration of fire protection and related services for the benefit of those persons residing, traveling within, or being physically located within the boundaries of MCVFD, which boundaries include, without limitation, portions of the incorporated and unincorporated limits of the City of McLendon Chisholm, Texas; and

WHEREAS, the provision of Fire Functions is a governmental function that serves the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, MCVFD and City agree that integration of the departments is in the best interest of the citizens of Fire District 22

WHEREAS, MCVFD is individually authorized to perform Fire Functions and the City is individually authorized to perform Fire Functions pursuant to its police powers and the parties desire to enter into this Agreement regarding the performance of Fire Functions; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, et seq., as amended (the "Act") provides authority for governmental entities of the State of Texas to enter into interlocal agreements with each other regarding governmental functions and services as set forth in the Act;

WHEREAS, City and MCVFD have determined it necessary and appropriate to enter into a new agreement for the operation of Fire Protection Services; and

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

I.

Incorporation I Term

1.1 Incorporation of Recitals. The foregoing recitals are agreed upon and incorporated herein as a part of this Agreement.

1.2 Fire Service. MCFVD and City agree to cooperate to provide Fire Protection Services to Fire District 22 in Rockwall County, Texas.

1.3 Term. This Agreement shall become effective upon approval by each of the respective governing bodies of City and MCVFD and upon execution by their respective authorized representatives, and shall remain in effect for an Initial Term of one (1) year. The Initial Term of this Agreement shall commence on October 1, 2018 and shall terminate on September 30, 2019. Upon expiration of the Initial Term, this Agreement shall automatically be extended for three (3) additional one (1) year terms unless written notice of nonrenewal is given in accordance with Section VII.

II.

Definitions

2.1 As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Eligible Persons" shall mean those persons residing, traveling within, or being physically located within the corporate boundaries of the City of McLendon Chisholm, Texas and/or MCVFD, including without limitation both incorporated and unincorporated areas, and shall also include those persons residing, traveling within, or being physically located within the corporate boundaries of another political subdivision of the State of Texas with whom City and/or MCVFD have a mutual aid agreement to provide fire protection services and those persons located within the fire MCVFD as designated by Rockwall County and accepted by City and/or MCVFD.

B. "Emergency Medical Services" shall mean any and all of the customary and usual activities of trained paramedics providing emergency health care services,

C. "Fire-fighting Activities", "Fire Protection Services", or "Fire Functions" shall mean any and all of the customary and usual activities of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, rescue and emergency medical support, photography, and administration.

III.

Operational Obligations and Rights of the Parties

3.1 MCVFD Obligations and Rights:

MCVFD shall perform all of its duties and obligations as herein stated and shall devote sufficient time and attention to the execution of such duties in full compliance with the terms and conditions of this Agreement. MCVFD shall provide the following towards Fire Protection Services to Fire District 22:

A) Personnel

B) Apparatus:

2014 Ferrara Commercial Pumper

2017 Ford 550 Brush Truck

1995 Pierce Saber Pumper

2005 Chevrolet 3500 Brush Truck

C) Hoses

D) Nozzle's

E) Air Packs

F) Air Bottles

G) Cascade System

H) Rescue Tools

I) Hand Tools

J) Stations 1 and 2 and the real estate with them located at 1250 S SH 205, McLendon-Chisholm, TX and 10685 S FM 548, Royse City, TX

K) Ladders

L) Administrative Equipment

3.2 City Obligations and Rights:

Upon the effective date of this Agreement, City shall be responsible for the following:

A) Providing and paying for a minimum of four (4) full time and two (2) part time firefighters. All personnel in this session shall receive pay, and benefits to which they are entitled including but not limited to payment, insurance, workers compensation benefits, retirement benefits and any other benefit provided to other City employees that work similar hours.

B) City shall make 4 payments of Thirty-Three Thousand and Five Hundred Dollars and no cents, totaling One Hundred Thirty-Four Thousand Dollars and no cents to MCFVD on the following dates

1) October 1, 2018

2) January 1, 2019

3) April 1, 2019; and

4) July 1, 2019.

C) Provide benefits available to the volunteer fire fighters serving the City including but not limited to stipend pay.

V.

Assets

4.1 Ownership. Prior to the commencement of this agreement, all assets owned or directly purchased by MCVFD utilized for Fire Protection Services shall remain the property of MCVFD. This Agreement does not affect right, title or interest to such property. All assets owned or directly purchased by City utilized for Fire Protection Services shall remain the property of the City. This Agreement does not affect right, title, or interest to such property. This Ownership provision shall be valid until such time the City and MCVFD reach agreement on the integration and transfer of property and assets.

4.2 Ownership Upon Termination. Upon termination of this Agreement, each party shall retain ownership of assets purchased with its respective funds unless both City and MCVFD elect to negotiate terms to transfer ownership to the other party. Each party shall maintain and keep insurance on the assets owned by the entity.

V.

Consideration

The parties agree that sufficient consideration for this Agreement exists and is found in the Payments Made pursuant to Section III of this Agreement and in the cross promises set forth above and other good and valuable consideration. Each party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement

VI.

Negligence of Parties/Insurance

6.1 City Negligence/Insurance. City shall be responsible for its sole negligence. City agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all City's officers, employees, and agents acting under its direction. City shall provide liability insurance to cover the acts and omissions of City, its officers, employees, and agents performing obligations under this agreement, including but not limited to all personnel providing Fire Protection Services.

6.2 MCVFD Negligence/Insurance. MCVFD shall be responsible for its sole negligence. MCVFD agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all MCVFD's officers, employees, and agents acting under its direction. MCVFD shall maintain general liability insurance to cover MCVFD owned or leased assets. MCVFD shall provide liability insurance to cover the acts and omissions of MCVFD, its officers, employees, and agents performing obligations under this Agreement.

VII.

Immunity

The fact that City and MCVFD accept certain responsibilities relating to the rendering of Fire Protection Services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. Neither City nor MCVFD waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

VIII.

Default I Termination

8.1 This Agreement may be terminated without cause by either party giving sixty (60) written notice to the other party.

8.2 In the event that either party hereto breaches any term or condition of this Agreement, this Agreement may be terminated by the aggrieved party if such default is not cured within a period of ninety (90) days after receipt of written notice of default by the party allegedly in breach of its obligations hereunder. At the option of the aggrieved party, if such default is not cured within the ninety (90) day period, this Agreement shall immediately terminate without further notice, unless an extension is mutually agreed and approved by both City and MCVFD.

IX.

Entire Agreement

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

X.

Venue

The laws of the State of Texas shall govern this Agreement and each of its terms and provisions, including but not limited to the rights and duties of the parties hereto, and exclusive venue shall be in Rockwall County, Texas.

XI.

Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XII.

Non-Waiver

All rights, remedies, and privileges permitted or available to either party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy, or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by the either party in the enforcement of any such right, remedy or privilege against the other party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default

by either party under this Agreement shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by such defaulting party.

City of McLendon-Chisholm

Mayor Keith Short

Chief Jim Simmons

Date: _____

Date: _____

McLendon-Chisholm Volunteer Fire Department

Chief Patrick Murphy

Date: _____