

RESOLUTION NO. 2020-657
(Fire and Emergency Medical Dispatch Services)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF MODIFICATION AND EXTENSION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND THE CITY OF PLANO AND POSTPONE TO COMMENCEMENT OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE FOR FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES.

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement for Fire and Emergency Medical Dispatch Services; and

WHEREAS, the City of Parker entered into an Interlocal Agreement (“ILA”) with the City of Plano for said services on October 11, 2010 for an initial five year term; and

WHEREAS, the City of Parker renewed said ILA for a three year extension in October 2015; and

WHEREAS, the City of Parker modified and extended the ILA for an additional year in October 2018 and again in September 2019; and

WHEREAS, the City of Parker approved an ILA with the City of Wylie to commence October 1, 2020; and

WHEREAS, The COVID-19 pandemic has impacted operations of the fire departments of both Parker and Wylie, impacted our vendors, and impacted their respective supply chains. As a result, the system design and implementation, including the purchase of hardware and software, to transfer dispatch services from Plano to Wylie was delayed and the October 1, 2020 transition did not occur; and

WHEREAS, the City of Plano has agreed to extend their ILA to provide dispatch services until the City of Parker is able to transition to the City of Wylie and the City of Wylie has agreed to pro-rate the cost of providing dispatch services until they are capable of doing so as agreed in the ILA; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council does authorize the Mayor to execute the necessary documents extending the ILA with the City of Plano for the provision of fire and emergency medical dispatch services and delaying the transfer of fire and emergency medical dispatch services to the City of Wylie until the transfer can be made in a way to maintain the level of service detailed in the ILA.

SECTION 2. This resolution shall be effective upon its execution by the Mayor.

APPROVED AND ADOPTED this 8th day of December, 2020.




Lee Pettie, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED TO FORM:


Brandon Shelby, City Attorney



December 1, 2020

ATTN: City of Parker, Collin County Texas
Lee Pettie, Mayor

According to Interlocal Agreement Resolution no. 2020-639 for Communications and Dispatch services, the City of Parker has requested that the start date for terms of service be amended to start on January 1, 2021. Additionally the compensation shall be amended to reflect the change in the start date equally. The amended compensation amount shall be Fifty-Eight Thousand Eight Hundred and Forty and 73/100 dollars for fiscal year 2020-2021 only. Compensation shall be paid to Wylie net 30 days of date on the invoice. With the approval of both cities the ILA resolution 2020-639 shall commence on the new start date.

Respectfully

Chris Holstead
City Manager

Lee Pettie, Mayor

Date: 12-9-20

Chris Holstead, City Manager

Date: 12/2/20

THE STATE OF TEXAS § Second Modification of Interlocal Agreement
 § by and between City of Plano
 § and City of Parker
COUNTY OF COLLIN § 2018-0573-I

THIS SECOND MODIFICATION OF INTERLOCAL AGREEMENT (hereinafter "Second Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "PLANO"), acting by and through its City Manager or his designee, and the **CITY OF PARKER**, a general-law municipality (hereinafter "PARKER").

W I T N E S S E T H:

WHEREAS, the PLANO City Council approved the Interlocal Agreement with PARKER on October 22, 2010 (hereinafter "Agreement") for Fire and Emergency Medical Dispatch Services (hereinafter "Services") and

WHEREAS, PLANO and PARKER executed the First Modification on October 24, 2018 to modify: (1) the Term to add an additional year with an option to renew for one (1) year; and (2) the fees based on the PARKER population and annual population estimates published by North Texas Central Council of Governments (hereinafter "NCTCOG"); and

WHEREAS, PLANO and PARKER desire to further amend such Agreement by extending the Term and modifying the fees as set forth herein this Second Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Second Modification and the Agreement, priority of interpretation shall be in the following order: Second Modification, First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Second Modification and continuing through the remaining term of the Agreement, **section I. TERM** is hereby modified to read in its entirety as follows:

The term of this Agreement is for a period of eleven (11) years, beginning on the 1st day of October, 2010, and ending on the 30th day of September, 2021, with an optional one (1) year renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either PLANO or PARKER, as set forth hereafter, this Agreement shall automatically renew without further action until its automatic termination on the 30th day of September 2022.

II.

Beginning on the effective date of this Second Modification and continuing through the remaining term of the Agreement, **section V. FEES** is hereby modified read in its entirety as follows:

5.02 The fees to be paid for Fire and Emergency Medical Dispatch Services shall be assessed against PARKER. All fees due hereunder shall be paid from current revenues legally available to PARKER. PARKER agrees to pay PLANO according to the following schedule:

- a) The annual fee for dispatch services shall be based upon the estimated population for PARKER as identified by the annual Population Estimates published by the North Texas Central Council of Governments (hereinafter "NCTCOG").
- b) The fees for dispatching services shall be \$5.74 per PARKER resident per year until commencement of the 2020 – 2021 term. Fees for the 2020 - 2021 term shall be \$5.97 per PARKER resident (an estimated of \$29,969.00).
- c) The fees will increase two (2) percent per capita for the remaining one (1) year optional renewal period.
- d) Fees shall be calculated based upon the most recently available NCTCOG Population Estimates.

III.

Each person signing this Second Modification represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Second Modification. Each party represents and warrants to the other that the execution and delivery of the Second Modification and the performance of such party's obligations hereunder have been duly authorized and that the Second Modification is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Second Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

CITY OF PARKER

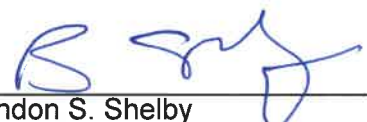
Date: December 8, 2020

By: 

Name: Lee Pettie

Title: Mayor

APPROVED AS TO FORM:


Brandon S. Shelby
Attorney for City of Parker

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



Council Agenda Item

Item 13
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: Fire Chief Sheff
Fund Balance-before expenditure:	Prepared by: Fire Chief Sheff
Estimated Cost:	Date Prepared: November 22, 2020
Exhibits:	<ol style="list-style-type: none">1. Proposed Resolution2. ILA with City of Wylie, TX for dispatch services dated September 20203. ILA with City of Plano, Tx for dispatch services dated October 2010;4. Modification #1 dated October 2018;5. Modification #2 for approval by Council

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-657 TO POSTPONE COMMENCEMENT OF FIRE DEPT. DISPATCH SERVICES FROM OCTOBER 1, 2020 UNTIL JANUARY 1, 2021 AND TO EXTEND THE CURRENT FIRE DEPT. DISPATCH AGREEMENT WITH THE CITY OF PLANO. [SHEFF]

SUMMARY

Background:

The fire department presently contracts with the City of Plano through its Public Service Communications section for dispatch services. We operate under an ILA dated October 22, 2010 and modified October 11, 2018 extending the contract to September 30, 2020.

The fire department's budget for the fiscal year ending Sept. 30, 2020 provided \$126,000 in funding to transition our dispatch service from the City of Plano to the City of Wylie's fire department communications section.

Council approved an ILA with the City of Wylie for dispatch services for the fire department commencing October 1, 2020.

The COVID-19 pandemic has impacted operations of the fire departments of both Parker and Wylie, impacted our vendors, and impacted their respective supply chains. As a result, the system design and implementation, including the purchase of hardware and software, to transfer dispatch services from Plano to Wylie was delayed and the October 1, 2020 transition did not occur.

RESOLUTION NO. 2020-639
(Fire and Emergency Medical Dispatch Services)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE FOR FIRE
AND EMERGENCY MEDICAL DISPATCH SERVICES.**

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement (“ILA”) for Fire and Emergency Medical Dispatch Services; and

WHEREAS, the City Council for the City of Parker finds it in the best interest of the citizens of Parker to execute an ILA for fire and emergency medical dispatch services with the City of Wylie as presented in Exhibit “A” attached hereto and incorporated fully herein by reference

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council does authorize the Mayor to execute Exhibit “A” attached hereto for the provision of fire and emergency medical dispatch services.


SECTION 2. This resolution shall be effective upon its execution by the Mayor.

APPROVED AND ADOPTED this 18th day of August, 2020.

ATTEST:


Patti Scott Grey, City Secretary




Lee Pettie, Mayor

APPROVED TO FORM:


Brandon Shelby, City Attorney

**INTERLOCAL AGREEMENT FOR
COMMUNICATIONS CENTER AND DISPATCH SERVICES**

This Interlocal Agreement for Communications Center and Dispatch Services ("Agreement") is entered into by and between the City of Wylie, Texas, a home-rule municipality ("Wylie") and the City of Parker, Texas, a Type-A, general law municipality ("Parker"). Wylie and Parker are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Wylie has established a comprehensive regional public safety and public service communications and dispatch center ("Communications Center"); and

WHEREAS, Wylie's Communications Center is equipped with radio, telephone and data equipment and is designated as a 911 emergency communications Public Safety Answering Point ("PSAP"); and

WHEREAS, Wylie currently has equipment and operator capacity above and beyond the immediate needs of Wylie and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Wylie has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Parker has requested that Wylie provide communications and dispatch services to Parker, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, Wylie and Parker deem it to be in the best interest of both parties to enter into this Agreement; and

WHEREAS, each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Wylie and Parker hereby agree as follows:

1. Performance of Services.

- a. Wylie shall provide to Parker, on a non-exclusive basis, communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and other general civil emergencies (collectively, "Services"). In order to facilitate the Services, Parker shall provide to Wylie's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Parker's operations.
- b. Without waiving any governmental immunity to which it is entitled, Wylie agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Wylie employees and agents in connection with the performance of the Services.
- c. Without waiving any governmental immunity to which it is entitled, Parker agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Parker employees and agents. It is also the responsibility of Parker to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations.
- d. On an ongoing basis, Wylie and Parker agree to provide complete and adequate training to personnel selected by Parker and/or Wylie in the use of the Communications Center.
- e. It is specifically agreed and understood by the parties hereto that this Agreement is permissive only and no property rights are granted hereunder.
- f. In the event Parker or Wylie should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate thirty (30) days in advance of the effective date of the termination.
- g. Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be reduced to writing and forwarded to the persons designated below. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1(f) above.
- h. The Services shall not arbitrarily be withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent Wylie from providing Services at a particular time. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and Parker. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine priorities in the dispatching and use of equipment and

personnel. In the event that Wylie determines that it cannot provide continuous and uninterrupted Services to Parker during the Primary Term of this Agreement (and any Renewal Term), Wylie shall use its best efforts to promptly notify Parker of the interruption in provision of the Services and the estimated time until Services will be resumed.

The term of this Agreement shall commence on October 1, 2020 and shall terminate one (1) year after the Effective Date ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for five (5) successive one (1) year periods ("Renewal Terms"), unless terminated earlier by either party in accordance with this Agreement.

3. Termination.

This Agreement may be terminated on the occurrence of either of the following:

- a. Either party may terminate the Agreement by providing the other party written notice of termination at least ninety (90) days prior to the anticipated date of termination; or
- b. Mutual agreement of termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice.
- c. For cause, according to Section 1(f), herein.

In the event of a termination (except for cause under 1(f) and 3(c), herein), Wylie shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Wylie be over-compensated on a pro-rata basis for all Services performed to the termination date, Parker shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Wylie, this Agreement may be terminated or renegotiated in the event Parker annexes additional territory into its corporate limits and/or increases the area that Parker serves. Immediately upon the completion of any annexation proceedings, Parker shall notify Wylie of the annexation, in writing, and provide Wylie with a legal description of the annexed area.

4. Compensation.

Parker, out of current revenues available to it, shall pay to Wylie the amount of seventy-eight thousand four hundred fifty-four and 31/100 dollars (\$78,454.31) as compensation for Wylie's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section. Such amount is based upon the costs incurred by Wylie in order to fulfill Wylie's obligations

under this Agreement ("Compensation Amount"). Parker shall pay the Compensation Amount to Wylie net 30 days of date on the invoice during the Primary Term and each Renewal Term of this Agreement.

For any Renewal Term, the Compensation Amount shall be adjusted to an amount equal to the sum of Wylie's annual costs to cover: (i) the base pay rate for an entry-level dispatcher increased by any costs of living and/or average merit pay increases that are budgeted for the upcoming fiscal year; (ii) such dispatcher's expected overtime pay; and (iii) employee benefits normally provided to such a dispatcher position by Wylie that are separate and apart from pay rate and overtime pay. During each Renewal Term, Parker shall pay to Wylie an annual fee, in addition to the Compensation Amount, for administrative services in the amount of ten percent (10%) of the Compensation Amount. The formula for determining the Compensation Amount shall be reviewed by Wylie and Parker during each Renewal Term of this Agreement for possible adjustments, but Wylie shall have the final determination as to the Compensation Amount for each successive term of this Agreement.

So that Wylie and all entities or agencies participating in the Communications Center may have projected cost estimates in advance of the normal municipal budgeting cycle, Wylie shall evaluate and determine the estimated cost for participation for the next fiscal year with this estimate to include the annual service fees and rate increases, based on this annual review, to be determined by Wylie prior to April 1st of each year and shall be effective for Services received after October 1st, the beginning of a new fiscal year for Wylie of each year. Wylie shall notify Parker of any rate increases for Services performed or in the annual service fee by certified mail, mailed to the person designated in this Agreement to receive such notices, on or before April 1st of each year. To the extent that the total amount of any such increases communicated by Wylie, including both the Compensation Amount and the ten percent (10%) fee for administrative services, would be in excess of fifteen percent (15%) of the full amount of Parker's payment due for the then-current term, Parker may, at its discretion, elect to terminate this Agreement by providing Wylie written notice of termination at least ninety (90) days before the start of the successive Renewal Term. In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the parties shall have no further obligations under this Agreement.

The Compensation Amount due for any term of this Agreement shall be prorated in the event a party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

Notwithstanding anything to the contrary in this Agreement and in addition to the Compensation Amount and any other fees required under this Agreement, Parker shall pay all expenses for operation and maintenance of any equipment of facilities installed and operated at the Communications Center for the use of Parker. Radio equipment transmitting on frequencies used by Parker or its service area is an example of the types of equipment or facilities that fall into this category for determination of costs.

5. **Miscellaneous Provisions.**

a. **Consideration.**

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

b. **Indemnity.**

PARKER SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF PARKER'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE INTENTIONAL OR NEGLIGENT ACTS AND/OR OMISSIONS OF PARKER, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES, AND REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES, THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

c. **Notice.**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Parker,
to:

Parker Fire Department
Attn: Mike Sheff, Fire Chief
5700 E Parker Rd,
Parker, Texas 75002

If to Wylie,
to:

City of Wylie
Attn: Brandon Blythe, Fire Chief
300 Country Club Road
Wylie, Texas 75098

d. Entire Agreement.

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

e. Venue and Governing Law.

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, and both parties agree that venue shall be in Collin County, Texas.

f. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

g. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

h. Severability.

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary 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 this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

i. Amendments.

Wylie and Parker may amend this Agreement only by an instrument in writing signed by both parties.

j. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

k. Assignment.

This Agreement is not assignable.

l. Immunity.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them 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.

m. Representations.

Each signatory represents that this Agreement has been read by the party for which this Agreement is executed, and that each party has had an opportunity to confer with counsel, on the matters contained herein.

n. Drafting Provisions.

This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

o. Independent Contractor.

Except as otherwise expressly provided herein, Parker and Wylie agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

p. No Third Party Beneficiaries.

Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.


q. Records.

By entering into this Agreement, neither party is provided with any contractual right of access to any records or information created, received, or maintained by the other party unless expressly stated herein. Each party is independently responsible for compliance with any requests received pursuant to the Texas Public Information Act, and any third party seeking information generated or maintained by a party to this Agreement should submit requests for such information directly to that party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement **"Effective Date"**.

CITY OF PARKER, TEXAS


CITY OF WYLIE, TEXAS



Lee Pettie, Mayor

Date: August 18, 2020

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



City Attorney

Chris Hoisted, City Manager

Date: _ _ _ _ _

ATTEST:

Stephanie Storm, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

RESOLUTION NO. 2010-308
(Fire and Emergency Medical Dispatch Services)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND THE CITY OF PLANO PROVIDING FOR FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Government code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

WHEREAS, the Parker City Council has been presented with an interlocal cooperation agreement proposed by the City of Plano, entitled "Agreement Between the City of Plano and The City of Parker for Fire and Emergency Medical Dispatch Services," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the Parker City Council finds that the terms and conditions thereof are in the best interests of the City and should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:

SECTION 1. The terms and conditions of the Agreement are approved.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

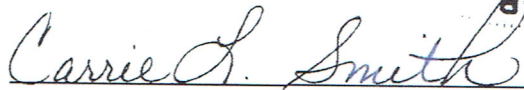
PASSED AND APPROVED BY THE CITY OF PARKER, TEXAS, COLLIN
COUNTY, THIS 17TH DAY OF AUGUST, 2010

APPROVED:

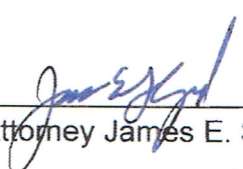



Mayor Joe Cordina

ATTEST:


City Secretary Carrie L. Smith

APPROVED TO FORM:


City Attorney James E. Shepherd

AGREEMENT BETWEEN THE CITY OF PLANO AND THE CITY OF PARKER 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 PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker"), 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 Parker 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 Parker at a fee; and

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

NOW THEREFORE, Plano and Parker, 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 three (3) 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 Parker, 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 Parker 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 Parker when necessary and appropriate.

III. OBLIGATIONS OF PARKER

3.01 The primary Public Safety Answering Point (PSAP) for the City of Parker 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. Parker 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 Parker shall identify the phone lines and all equipment necessary to accommodate the transfer of calls from its primary PSAP to Plano PSC.
- 3.03 Parker shall at all times provide Plano with current and accurate street maps of the entire City of Parker, 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 Parker 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 Parker shall designate and identify its EMS Provider, and shall provide all information necessary for Plano to contact the Parker EMS Provider. Such information shall always be kept current and accurate.
- 3.06 Parker shall provide all other information that is unique to Parker 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 Parker under this Agreement are not abridged by the other agency. Participation in this Agreement by Plano and Parker 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 Parker. All fees due hereunder shall be paid from current revenues legally available to Parker. Parker agrees to pay Plano according to the following schedule:
 - (a) The annual fee for dispatch services shall be based upon the estimated population for Parker as identified by the annual Population Estimates published by the North Texas Central Council of Governments (NCTGOC).
 - (b) The fees for dispatching services shall be \$5.00 per Parker resident for the first year.
 - (c) The fees will increase two percent (2%) per capita for each remaining year.
 - (d) Fees shall be calculated based upon the most recently available NCTCOG 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, Parker 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. Parker 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

Parker 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 Parker, and that no part or feature of the work will be sublet to anyone objectionable to Plano. Parker further agrees that the performance of this Agreement shall not relieve Parker 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 Parker 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 Parker.

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

Parker Representative:
CITY OF PARKER
City Administrator
5700 East Parker Road
Parker, TX 75002
972-442-6811

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 PARKER, TEXAS

BY: 

Joe Cordina, MAYOR

APPROVED AS TO FORM:

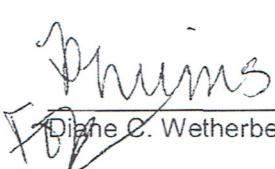

City Attorney

CITY OF PLANO, TEXAS

BY: 

Thomas H. Muelhlenbeck, CITY MANAGER

APPROVED AS TO FORM:


Diane C. Wetherbee, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS

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§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7th day of December 2010,
by **JOE CORDINA, MAYOR** for the **CITY OF PARKER, TEXAS**, a general law municipality, on
behalf of such municipality.



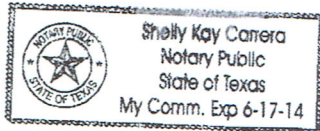
Carrie Lynn Smith
Notary Public, State of Texas

STATE OF TEXAS

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§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 22nd day of October 2010,
by **THOMAS H. MUEHLENBECK, CITY MANAGER** for the **CITY OF PLANO, TEXAS**, a home-
rule municipal corporation, on behalf of such municipal corporation.



Shelly Kay Carrera
Notary Public, State of Texas

THE STATE OF TEXAS	§	<u>First Modification of Interlocal Agreement</u>
	§	By and Between City of Plano and City of
	§	Parker, Texas
	§	
	§	Fire and Emergency Medical Dispatch
COUNTY OF COLLIN	§	Services

THIS FIRST MODIFICATION OF Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "PLANO"), acting by and through its City Manager or his designee, and the **CITY OF PARKER, TEXAS**, a general-law municipality (hereinafter "PARKER"). CITY and PARKER are sometimes collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the PLANO City Council approved the Interlocal Agreement with PARKER on October 11, 2010 (hereinafter "Agreement") for Fire and Emergency Medical Dispatch Services (hereinafter "Services"); and

WHEREAS, it is necessary to modify the term and fees sections of the Agreement as set forth herein in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, section I. **TERM** is hereby modified to read in its entirety 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 PARKER, as set forth hereafter, this Agreement shall automatically renew yearly without

further action until its automatic termination on the 30th day of September 2018.

An additional term of one (1) year commencing on October 1, 2018 and ending on September 30, 2019, with the option to renew one (1) additional year now added to this Agreement.

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, section **V. FEES** is hereby modified to add subsection 5.02 in its entirety as follows:

5.02 The fees to be paid in the additional term and the optional term for Fire and Emergency Medical Dispatch Services shall be assessed against PARKER. All fees due hereunder shall be paid from current revenues legally available to PARKER. PARKER agrees to pay PLANO according to the following schedule:

- a) The annual fee for dispatch services shall be based upon the estimated population for PARKER as identified by the annual Population Estimates published by the North Texas Central Council of Governments (hereinafter "NCTCOG").
- b) The fees for dispatching services shall be \$5.74 per PARKER resident for the first year of the additional term.
- c) The fees will increase two (2) percent per capita for the remaining optional one (1) year renewal for the additional term.
- d) Fees shall be calculated based upon the most recently available NCTCOG Population Estimates.

IN WITNESS WHEREOF, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

CITY OF PARKER, TEXAS

Date: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Attorney for City of Parker, Texas

CITY OF PLANO, TEXAS

Date: _____

By: _____
Susan Carr
DIRECTOR OF PUBLIC SAFETY
COMMUNICATIONS

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, (*Authorized representative*) _____ (*Title*) of **CITY OF PARKER, TEXAS**, a general-law municipality, on behalf of said general-law municipality.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2018, by **SUSAN CARR**, Director of Public Safety Communications, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas