

STATE OF TEXAS

§  
§  
§

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT FOR  
EMERGENCY AMBULANCE SERVICES**

This Interlocal Agreement ("Agreement") is made by and between the City of Lucas, Texas ("City") and Collin County, Texas ("County"), (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

**WHEREAS**, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, emergency ambulance services; and

**WHEREAS**, City provides these emergency ambulance services to the citizens of the City and has the capacity to service other municipalities; and

**WHEREAS**, County has investigated and determined that it would be advantageous and beneficial to the County and its inhabitants to provide emergency ambulance services to the County and its inhabitants; and

**WHEREAS**, County desires to engage the City, and the City desires to be engaged by the County, to provide emergency ambulance services as set forth herein; and

**WHEREAS**, the governing bodies of the City and County desire to foster good-will and cooperation between the two entities; and

**WHEREAS**, City and County, deem it to be in the best interest of both entities to enter into this Agreement relative to emergency ambulance services;

**NOW, THEREFORE**, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I  
Services to be Performed**

County agrees to engage the City to furnish emergency ambulance services to the certain identified unincorporated areas of the County known as the Lucas Fire District, and to answer all emergency ambulance calls within the unincorporated areas of the Lucas Fire District as shown

on the map attached hereto as Exhibit "A" and incorporated herein. The Lucas Fire District specifically excludes the following areas currently known as: The Seis Lagos Utility District; Brockdale Park Estates and Inspiration Point and as further identified on Exhibit "B".

The level of emergency ambulance services required under this Agreement shall include Advanced Life Support ("ALS").

## **Article II Duration of Agreement**

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 1st day of October, 2014. This contract expires at midnight on September 30, 2015. This contract may be extended for additional time with the fees and payments being negotiated at that time.

## **Article III Compensation**

The emergency ambulance services described in Paragraph I shall be provided to the County at no charge.

## **Article IV Relationship of Parties**

The Parties intend that the City, in performing the emergency ambulance services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither the City, its agents, employees, volunteer help nor any other person operating under this Agreement shall be considered an agent or employee of the County and shall not be entitled to participate in any pension or other benefits that the County provides its employees.

## **Article V Notice to Parties**

Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Lucas, Texas  
Attn: Joni Clarke, City Manager  
665 Country Club Road  
Lucas, Texas 75002

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for County, to:

Collin County  
Attn: Purchasing Agent  
2300 Bloomdale, Suite 3160  
McKinney, Texas 75071

With copy:

---

---

---

**Article VI  
Requirements for Insurance**

6.1 Before commencing work, the City shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copied of all insurance certificates indicating the coverage to remain in force throughout the term of this contract.

- 6.1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000.00 per occurrence. Coverage must be written on an occurrence form.
- 6.1.2 Workers Compensation insurance at statutory limits, including employers' liability coverage at minimum limits.
- 6.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
- 6.1.4 Medical Professional Liability Insurance at minimum limits of \$1,000,000.00. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage).

6.2 The required limits may be satisfied by any combination of primary, excess or umbrellas liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The City may maintain reasonable and customary deductibles, subject to approval by the County.

6.3 With reference to the foregoing insurance requirement, the City shall endorse applicable insurance policies as follows:

- 6.3.1 The City's insurance policies shall be endorsed to the effect that the County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 6.3.2 All copies of Certificates of Insurance shall reference the project/contract number.

6.3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

6.3.3.1 A financial rating of B+VI or better as assigned by the Best Rating Company or equivalent

6.3.3.2 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

6.3.3.2.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

6.3.3.2.2 Sets forth the notice of cancellation or termination to the County.

## **Article VII Funding Sources**

Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

## **Article VIII Miscellaneous Provisions**

8.1 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

8.2 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

8.3 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.4 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.5 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

8.6 Indemnification. To the extent allowed by law, each Party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

8.7 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the Parties.

EXECUTED on this 21<sup>st</sup> day of August, 2014.

City of Lucas, Texas



By: [Signature]  
Rebecca Mark, Mayor

Attest:

By: [Signature]  
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By: [Signature]  
Joseph J. Gorfida, Jr., City Attorney  
(08-08-14/67490)

EXECUTED on this 22<sup>nd</sup> day of September, 2014.

Collin County

By: [Signature]  
Name: Keith Self  
Title: County Judge

Attest:

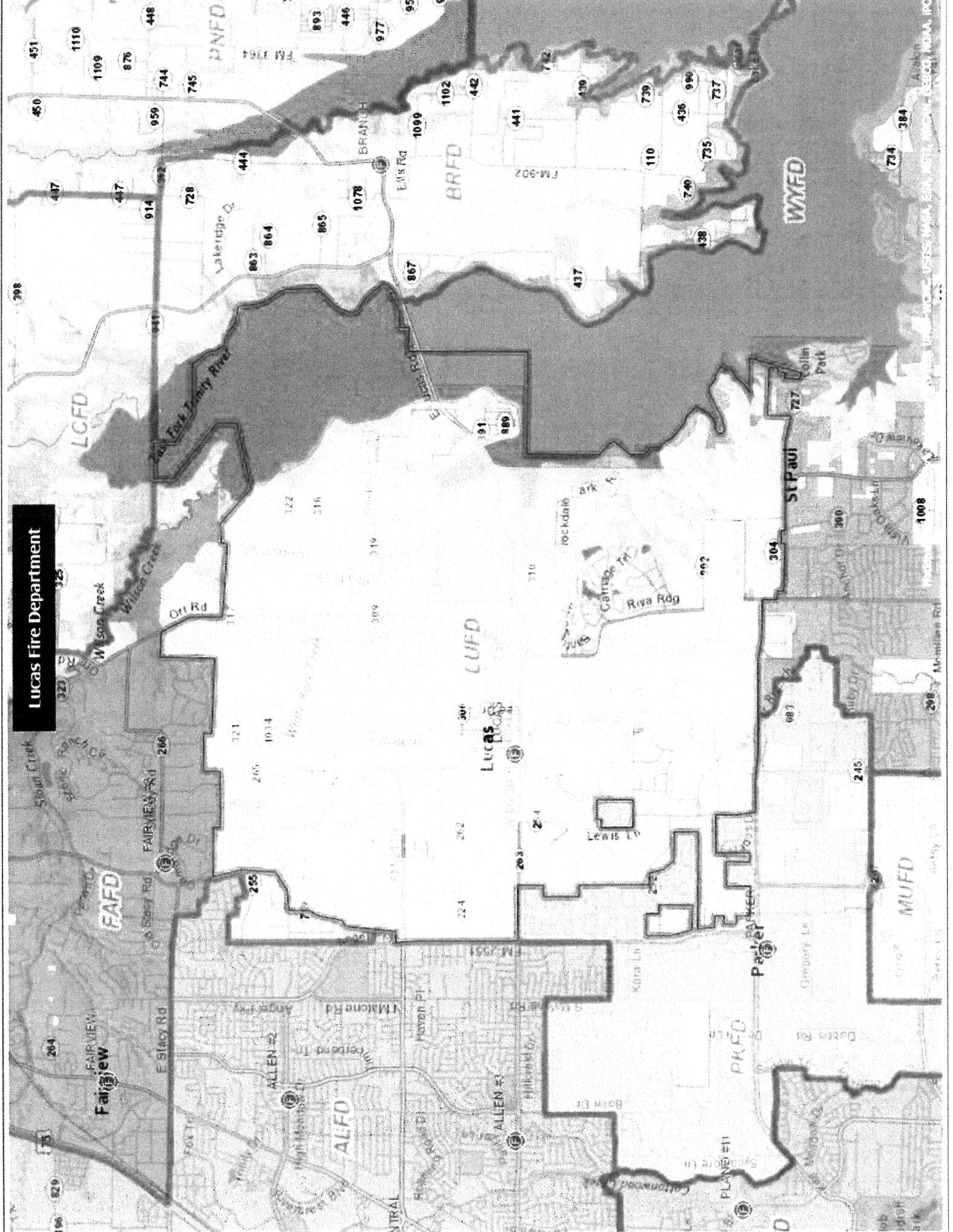
By: [Signature]  
Name: Georgia Shepherd  
Title: Administrative Secretary

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

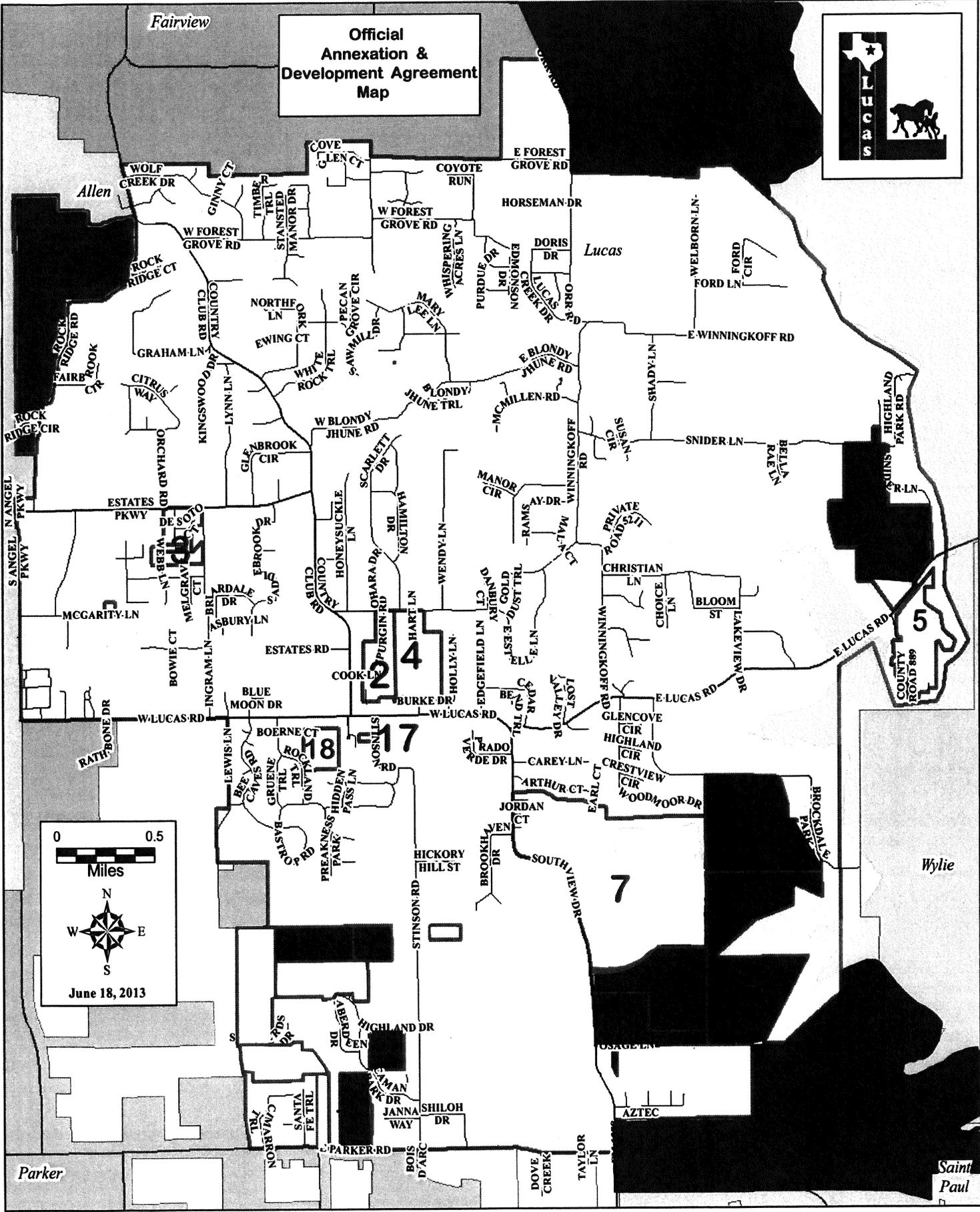
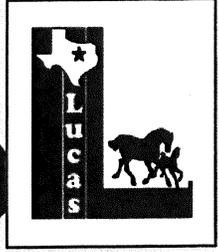
**EXHIBIT "A"**

Lucas Fire Department



**EXHIBIT "B"**

Official  
Annexation &  
Development Agreement  
Map



0 0.5  
Miles

June 18, 2013



