

WHEREAS, City and County, deem it to be in the best interest of both entities to enter into this Agreement relative to Emergency 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 Services to the certain identified unincorporated areas of the County known as the Lucas Fire District, and to answer all emergency calls within the unincorporated areas of the Lucas Fire District as shown on the map attached hereto as Exhibit "A" and incorporated herein.

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

**Article II
Effective Date, Term and Termination**

2.1 The effective date of this Agreement shall be the 18 day of May, 2015. ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

2.2 The term of this Agreement shall begin on the Effective Date and shall continue through September 30, 2016. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated by wither Party as provided herein.

2.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this Article, County and City agree to pay for or reimburse the other Party for overpayment of under payment to the termination date.

**Article III
Compensation**

3.1 Firefighting and Fire Protection Services. County shall pay a yearly fee to the City according to the following formulas: (1) \$750,000 divided by the total number of persons living in the County's unincorporated areas, as assigned by Collin County, multiplied by the specific population of the unincorporated area of the Lucas Fire District as assigned by Collin County and defined herein; and (2) \$200,000 divided by the total square miles of County's unincorporated area multiplied by the total square miles of the unincorporated area of the Lucas Fire District.

County shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to City. The first payment to be paid within a reasonable time after County has approved said fees in County's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to City. In accordance with the Texas Local Government Code Chapter 352, such payment will be made from County's general fund.

County will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and City acknowledges that any payments are subject to budget appropriations approved by the County's government board.

3.2 Emergency Ambulance Services. The emergency ambulance services described in Article 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 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:
Collin County Fire Marshall
4690 Community Ave, Suite 200
McKinney, Texas 75071

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 and Nonappropriation

7.1 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.

7.2 Notwithstanding Section 2.3, if sufficient funds are not appropriated by the County to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budget for this Agreement have been appropriated. In no event shall County be obligated to make any payments under this Agreement beyond the then current fiscal year of county for which funds have been appropriated to satisfy its payment obligations under this Agreement.

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.

8.8 Incorporation of Recitals. The recitals contained herein, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

EXECUTED on this 4 day of June, 2015.

City of Lucas, Texas



By: [Signature]
Rebecca Mark, Mayor

Attest:

By: [Signature] City Secretary
Jennifer Faircloth, Administrative Assistant

Approved as to Form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney
(11-25-14/69289)

EXECUTED on this 18 day of May, 2015.

Collin County

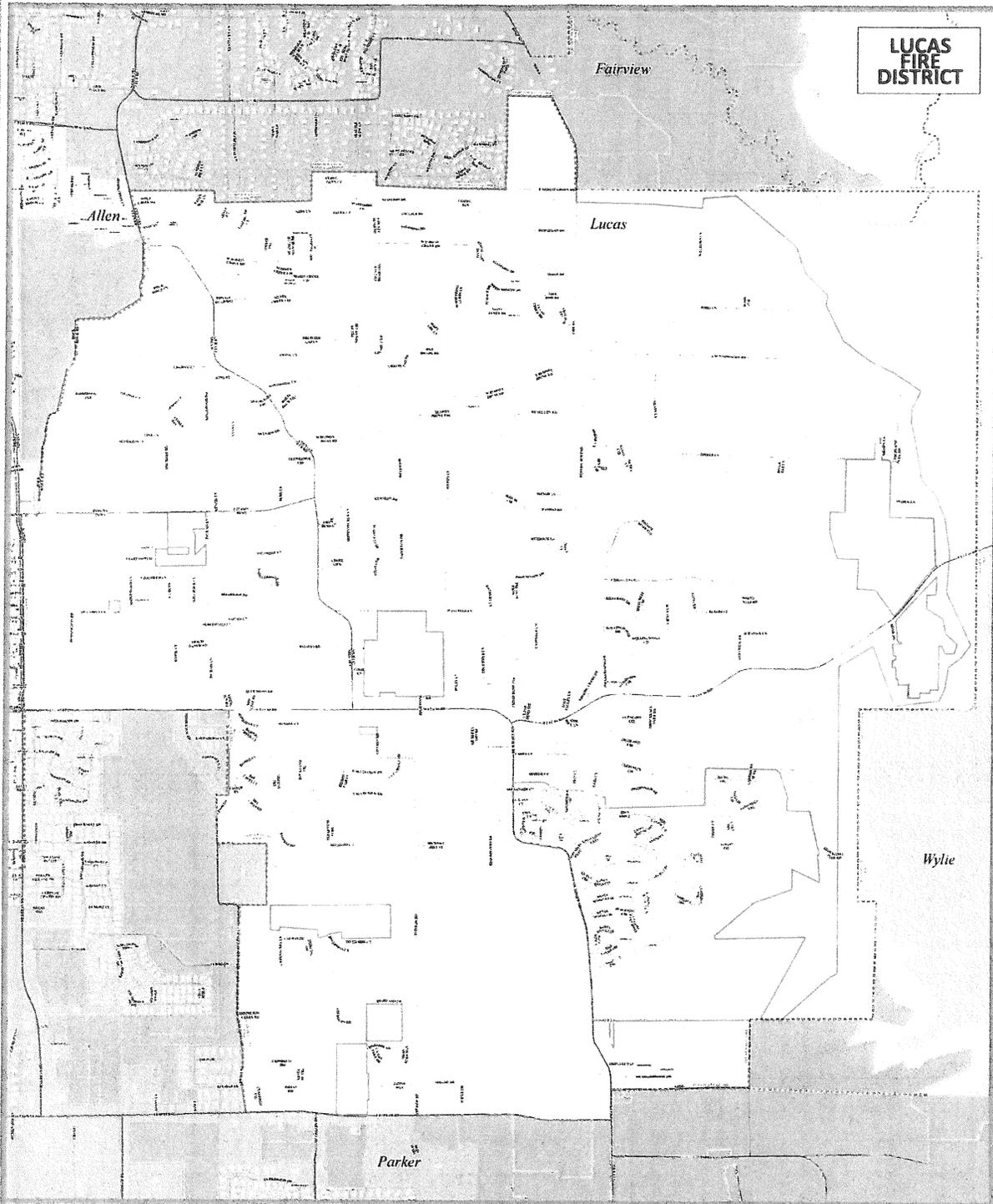
By: [Signature]
Name: _____
Title: _____

Attest:

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

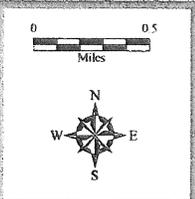
EXHIBIT "A"
Lucas Fire District

**LUCAS
FIRE
DISTRICT**



LEGEND

	LUCAS FIRE DISTRICT	Roads		Paved
	MUNICIPAL UTILITY DISTRICT		Rock	
	AGREED ULTIMATE MUTUAL BOUNDARIES		Dirt	
			Urban	
			Private	



Source data compiled from Collin County GIS databases, aerial photography (2001) digital data from owner, and various maps distributed by Collin County.

This map is a graphic representation of Collin County and should not be used for insurance purposes. For more information, please contact the Collin County GIS Department.

December 11, 2014