

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Memorandum of Understanding, City of Wylie – Homeland Security

On September 12, 2016, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of a Memorandum of Understanding with the City of Wylie.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a Memorandum of Understanding with the City of Wylie to support the County's requirements for the stationing, emergency response and maintenance for the Mobile Incident Command Post (MICP). Same is hereby approved as per the attached documentation.



Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

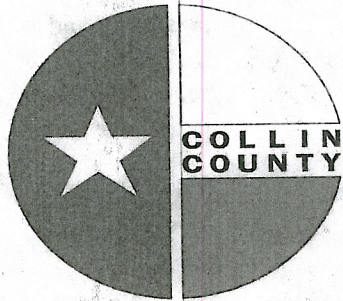
Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, TEXAS



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WYLIE, ACTING
BY AND THROUGH THE WYLIE FIRE
DEPARTMENT AND COLLIN COUNTY,
ACTING BY AND THROUGH THE COLLIN
COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT**

**Collin County Mobile Incident Command Post
(MICP)**

Whereas, the City of Wylie, Texas, acting by and through the Wylie Fire Department (hereinafter referred to as "WFD"), and Collin County, Texas, acting by and through its Department of Emergency Management (hereinafter referred to as "CCDEM"), find that WFD and CCDEM's respective departmental missions to be congruent and their respective capabilities complementary in many respects; and

Whereas, WFD and CCDEM have a mutual interest in protecting the residents of Collin County during natural and man-made disaster, as well as, other emergency situations; and

Whereas, WFD and CCDEM have a mutual interest in providing the capability to respond the CCDEM Mobile Incident Command Post ("MICP") in the event the MICP is requested. WFD further agrees to house and store the MICP in its Fire Station No. Two at its expense until a response is necessary and will provide delivery, set-up and communication services to requesting entities under the terms of this Memorandum of Understanding.

THEREFORE, COLLIN COUNTY, TEXAS AND THE CITY OF WYLIE, TEXAS AGREE IN THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

I. Term of agreement

The term of this Memorandum of Understanding shall be from July 1, 2016 and shall continue in force and effect on a year-to-year basis thereafter until terminated utilizing the provisions set forth in Section Five (5) herein titled "Procedures for Amendments and Termination."

II. Services to be Provided

For the purpose of this Memorandum of Understanding, each party will provide the following MICP-related services on an as-needed basis during the term of this Memorandum of Understanding, except where specifically noted otherwise:

A. By WFD on behalf of the City of Wylie:

1. Provide personnel as needed to deliver, set-up and assist with needs regarding the MICP for the duration of the requested response.
2. Provide leadership person for assuming a command and control position and take responsibility for the MICP pre- and post-incident.
3. Provide statistical information regarding service runs in Collin County.
4. Provide a current inventory list of all equipment assigned to the MICP that is owned by WFD.
5. Respect and conform to the MICP-related operational protocols of CCDEM and maintain response, use and inventory records to the CCDEM.
6. Provide for housing and storage of the MICP in WFD Fire Station No. Two and any related ancillary equipment at all times when not being used for an emergency response.
7. Provide training to all members of WFD who are attached to MICP responses to include TCFP certifications for Drivers and communications certifications for Communications Operators.
8. Maintain MICP and related ancillary equipment at all times for the term of this Memorandum of Understanding and make it readily available as a first response vehicle at all times of the day, night, or week.
9. Coordinate and provide MICP-related staff training and coordinate and provide continuing education for all WFD personnel on a routine basis.
10. Be competent in establishing communications utilizing equipment on MICP.

11. Follow MICP instrument safety guidelines and manufacturer's guidelines.
12. Repair or replace any equipment on the MICP that is damaged when under WFD's care at its sole cost and expense or, at WFD's option, using WFD applicable insurance/City of Wylie's insurance or Risk Management program to subrogate expenses for any damage that occurs to the equipment on the MICP or ancillary equipment when under WFD's care.
13. Determine, coordinate and utilize best practices for deployment and response of MICP to requested incidents.

By CCDEM on behalf of Collin County:

1. Provide regularly scheduled maintenance and repair to the MICP.
2. Meet regularly with representatives of WFD to coordinate efforts on requested MICP-related responses.
3. Provide the most current equipment and inventory in the possession of CCDEM that is owned by CCDEM and assigned to the MICP.
4. Continue to seek grants and/or funds for MICP equipment, or the repair or maintenance of the MICP.
5. Repair or replace the MICP and any equipment on the MICP that is damaged when under CCDEM's care at its sole cost and expense or, at CCDEM's option, using CCDEM/Collin County's applicable insurance or Risk Management program to subrogate expenses for any damage that occurs to the MICP or ancillary equipment when under CCDEM care or operation.

III. Exchange of Information

Information acquired by either WFD or CCDEM regarding citizens, community or businesses to be served and that is related to the WFD's or CCDEM's functions and responsibilities will be made mutually accessible by the parties to provide an integrated approach to fire department support and to avoid unnecessary duplication of services.

This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. WFD and CCDEM will cooperate in sharing information on the status and outcome of services provided to the extent allowed by applicable law.

WFD and CCDEM representatives will conduct quarterly meetings and in addition agree to meet as needed to discuss public safety issues and matters regarding responses, needs, inventory and other subject matters as is necessary to carry out the intent of this Memorandum of Understanding and the parties' objectives.

IV. Evaluation and Review

In order to provide a vehicle for on-going evaluation, review, and discussion of operational issues, both parties agree to communicate on a quarterly basis, or more often as is necessary to discuss issues related to the implementation of this Memorandum of Understanding.

V. Procedures for Amendments and Termination

1. This Memorandum of Understanding may be amended by the mutual written consent of both parties. In addition, this Memorandum of Understanding and any amendments thereof shall remain in effect until terminated by either party upon providing at least ninety (90) days written notice of termination to the other party.

2. In addition to the foregoing, Collin County or CCDEM may immediately terminate this Memorandum of Understanding in the event the County or CCDEM determines in its sole discretion there exist circumstances of breach of this Memorandum of Understanding, misuse of the MICP, unsafe driving, or for a failure to report accidents or provide records regarding the WFD's use of the MICP. In addition to the foregoing, the City of Wylie or WFD may immediately terminate this Memorandum of Understanding in the event the City of Wylie or WFD determines in its sole discretion there exist circumstances of breach of this Memorandum of Understanding.

VI. Insurance

1. Worker's Compensation Coverage. Each party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
2. Automobile Liability Coverage. Collin County shall be responsible for complying with the Texas motor vehicle financial responsibility laws as they relate to the MICP.
3. Liability. To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing services pursuant to the terms and conditions of this Memorandum of Understanding. Each party agrees to maintain general liability insurance or a comparable self-insurance program.
4. Other Coverage. Each party shall provide and maintain its standard packages of medical and death benefit insurance coverage or comparable self-insurance program.

VII. Miscellaneous

1. Address of asset location: 555 Country Club Dr., Wylie, TX 75098.
2. Sovereign Immunity. It is expressly understood and agreed that, in the execution and performance of this Memorandum of Understanding, 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 Memorandum of Understanding, the parties do not create any obligations, express or implied, other than those set forth herein.
3. Independent Contractor. Except as otherwise expressly provided herein, the parties 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 Memorandum of Understanding.
4. No Third Party Beneficiaries. Nothing in this Memorandum of Understanding shall be construed to create any right in any third party not a signatory to this Memorandum of Understanding, and the parties do not intend to create any third party beneficiaries by entering into this Memorandum of Understanding.
5. Assignment. This Memorandum of Understanding is not assignable.
6. Entire Agreement. This Memorandum of Understanding represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Memorandum of Understanding may be amended only by written instrument duly executed by both parties.

In witness whereof the parties hereto have affixed their signatures as written below:

Collin County, Texas

Keith Self

Keith Self,
County Judge

9/13/16

Date

Attest:

Spencer Kemp

Collin County Clerk

City of Wylie, Texas

Mindy Manson

Mindy Manson
City Manager

8/9/16

Date

Attest:

Carol Guad

City Secretary



Acknowledged and Approved

Collin County Department of Emergency Management

James McCrone

James McCrone
Director of Emergency Management

8-22-2016

Date

Wylie Fire Department

Brent Parker

Brent Parker, Chief

8/15/14

Date