

STATE OF TEXAS  
COUNTIES OF COLLIN  
AND DALLAS

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INTERLOCAL COOPERATION AGREEMENT  
FOR AUTOMATIC FIRE AND EMS ASSISTANCE

This Interlocal Cooperation Agreement for Automatic Fire and EMS Assistance (“Agreement”) is entered into by and between the City of Richardson, Texas (“Richardson”) and the City of Plano, Texas (“Plano”) (collectively the “Parties” and singularly a “Party”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the Parties previously entered into that certain Memorandum of Understanding Agreement for Automatic Assistance for fire and EMS service dated March 19, 2004 (the “MOU”); and

**WHEREAS**, the Parties desire to replace the MOU with this Agreement and for such purpose by the approval of this Agreement terminate the MOU, as may have been amended; and

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

**WHEREAS**, each Party, in performing governmental functions, or in paying for the performance of governmental functions herein, shall make that performance or those payments from current revenues legally available to such Party;

**NOW, THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Recitals Incorporated**

The recitals to this Agreement are found to be true and incorporated herein.

**Article II**  
**Purpose**

The purpose of this Agreement is to outline the procedures for automatic assistance response between the Richardson Fire Department and the Plano Fire Department. This Agreement is a guide for routine operations and is not intended to replace (other than the MOU) or amend any other existing Agreements that the Parties have entered regarding Mutual Aid and Disaster Assistance. The automatic assistance rendered under this Agreement shall be considered as a “pre-planned” mutual-aid response conducted under the

authority of the existing Agreements for Mutual Aid and Disaster Assistance to which both Cities are a Party.

### **Article III Definitions**

Unless the context means otherwise, the following words or phrases shall have the following meanings:

“Fire Chief” shall mean the Fire Chief of the respective Party or designee.

“NIMS (National Incident Management System)” shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to enable effective and efficient domestic incident management.

“Requesting Party” shall mean the City requesting automatic assistance under this Agreement.

“Responding Party” means the City providing assistance in response to a request under this Agreement, furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

### **Article IV Term**

4.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Parties (the “Effective Date”). Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

4.2 Either Party may terminate this Agreement by providing ninety (90) days prior written notice to terminate to the other Party.

### **Article V Amount and Type of Assistance; Limitations**

5.1 This Agreement is for the pre-planned exchange of fire, EMS, and other emergency response services in the specified response areas and is intended to allow for the closest possible unit to the emergency scene regardless of municipal affiliation. Fire apparatus will respond on fire incidents, if designated, in the stipulated response areas. MICU (medical), Special Operations (rescue), and Hazardous Materials writs (HazMat) will respond to emergencies, if designated, to any location within the Requesting City. Companies required in

addition to a first-level response will be requested in accordance with standing procedures as established in the Agreement for Mutual Aid and Disaster Assistance.

5.2 If the agreed upon response from either Fire Department is not available or is temporarily depleted, the Responding Party department will advise the Requesting Party department, and the Responding Party department shall not be required to respond; provided, however, a fill-in company which is in quarters at a fire station of the Responding Party department that is the subject of this Agreement shall respond.

## **Article VI Response Areas**

6.1 Fire Response areas will be determined by the mutual agreement of both Fire Chiefs on the basis of response time and the available access to the affected areas and periodically reviewed for continued automatic assistance coverage. It is specifically recognized and agreed that adjustments to the response areas may have to occur in order to comply with the response districts and changes in response patterns occurring during the term of this Agreement. Each Fire Chief is authorized to approve and execute any amendments to this Agreement relating to Response Areas. The following Response areas are designated and are shown in Exhibits "A" and "B."

### 6.2 Southeastern Plano.

The Richardson Fire Department will provide (from Richardson Station 6) automatic aid to all structure fires as well as any high acuity incidents, when Plano Engine 3 is unavailable, occurring within the City of Plano as depicted in Exhibit "A" in the area as follows:

Beginning at the centerline of the intersection of Los Rios Boulevard and 14th Street/FM544, thence east along 14th Street/FM544 to the eastern Plano City limits, then south and then east along said City Limits to Murphy Road, thence south along Murphy Road to the Plano City Limits, thence west along said City Limits to North Star Road, and thence north along North Star Road to Los Rios Boulevard to the place of beginning.

### 6.3 Northwestern Richardson.

The Plano Fire Department will provide (from Plano Station 2) automatic aid to all structure fires as well as any high acuity incidents, when Richardson Engine 3 is unavailable, occurring within the City of Richardson, as depicted in Exhibit "B" in the area as follows:

Beginning at the centerline of the intersection of the centerline of I-190 and the centerline of US 75, thence south along US 75 to West Palisades Creek Drive, thence west to North Collins Boulevard, thence north along North Collins Boulevard to Prairie Creek Drive West, thence south along Prairie Creek Drive West to West Cookout Drive, thence west along West Lookout Drive to the Santa Fe Railroad, thence north along said railroad to Synergy Park Boulevard,

thence west along Synergy Park Boulevard to North Waterview Parkway, thence north along North Waterview Parkway to the City Limits of Plano and Richardson, thence east along said City Limits to the point of beginning.

## **Article VII Incident Management; and Incident Reporting**

7.1 It is agreed that both Parties will use the National Incident Management System (“NIMS”) in the management of incidents in which there is a joint response. Upon arrival, the first arriving company at the emergency scene will assume command in accordance with its Department's incident management procedure and promptly transfer such command to an officer of the department in whose jurisdiction the emergency is occurring. Nothing in this Agreement shall preclude an officer operating in a City for which such person is not employed, from requesting additional resources as appropriate from the City in which the emergency is occurring.

7.2 A Fire Department EMS report will be completed by each Fire Department providing patient care, which will document care given up to the point of patient transfer.

Example: Richardson Engine 6 responds on a Medical call in Plano. Richardson E6 completes a Richardson EMS report covering patient care until the patient is assumed by a Plano MICU. The Plano MICU crew completes a Plano EMS report for care given from the time of patient transfer forward.

7.3 A Fire Department NFIRS report will be completed for each incident by each Fire Department providing response to the scene.

Example: Richardson Engine 6 and Plano M 1 responds on a Medical call in Plano. Richardson Engine 6 completes a Richardson NFIR.S report and patient care report showing care until the patient was turned over to Plano for transport; Plano M 1 completes a Plano NFIRS report and patient care report indicating care from receipt of patient until final transportation is completed.

7.4 In those cases in which no unit of the Fire Department receiving Automatic Assistance is present, the Responding Party Fire Department will complete a NFIRS report for its department showing “Mutual Aid Given” and call the designated station of the Requesting Party Fire Department, which will create a NFIRS report showing “Mutual Aid Received.”

## **Article VIII Communications Procedures**

To expedite the initiation of response under this Agreement, communications will be handled by the respective communications centers of the Party Fire Departments. The communications operator of the Fire Department requesting automatic assistance will contact the communications center of the other Fire Department via telephone or radio and

state the location and type of assistance needed in accordance with this procedure. The term “Automatic Assistance” will be utilized to avoid any confusion with existing mutual aid procedures. Should the requested unit not be available, the Requesting Party will be immediately informed so that another unit may be dispatched.

## **Article IX Liability; Immunity**

9.1 Employee Compensation. A Requesting Party shall not be required to pay any compensation to the Responding Party for the services rendered by employees of the Responding Party pursuant to this Agreement. Personnel who are assigned, designated, or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the City where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party in which the employee in question is regularly employed.

9.2 Cost Limitations. A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during automatic assistance provided herein; provided, however, if the Requesting Party requests mutual aid assistance from the Responding Party that requires a response that exceeds twelve (12) consecutive hours, the Requesting Party shall reimburse the actual costs of providing mutual aid assistance to the Responding Party.

9.3 Workers' 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.

9.4 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.5 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 automatic assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.6 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

9.7 Waiver of Claims. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

9.8 Current Revenue. Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from the current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide automatic assistance herein.

## **Article X Miscellaneous**

10.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

10.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Richardson, to:

Attn: Don Magner  
City Manager  
City of Richardson, Texas  
411 W. Arapaho Road  
Richardson, Texas 75080

With a copy to:

Curtis Poovey  
Fire Chief  
Richardson Fire Department  
300 N. Greenville Avenue  
Richardson, Texas 75081

With a copy to:

Attn: Peter G. Smith  
City Attorney  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
Suite 1800, Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

If intended for Plano, to:

Attn: Mark D. Israelson  
City Manager  
City of Plano, Texas  
Plano Municipal Center  
1520 K Avenue  
Plano, Texas 75074

With a copy to:

Attn: Chris Biggerstaff  
Fire Chief  
Plano Fire Department  
1901 K Avenue  
Plano, Texas 75074

With a copy to:

Attn: Paige Mims  
City Attorney  
City of Plano, Texas  
1520 K Avenue, Suite 340  
Plano, Texas 75074

10.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

10.5 Recitals. The recitals to this Agreement are incorporated herein.

10.6 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes.

10.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

10.9 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

10.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

10.11 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

*(Signature Page to Follow)*



**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF RICHARDSON, TEXAS**

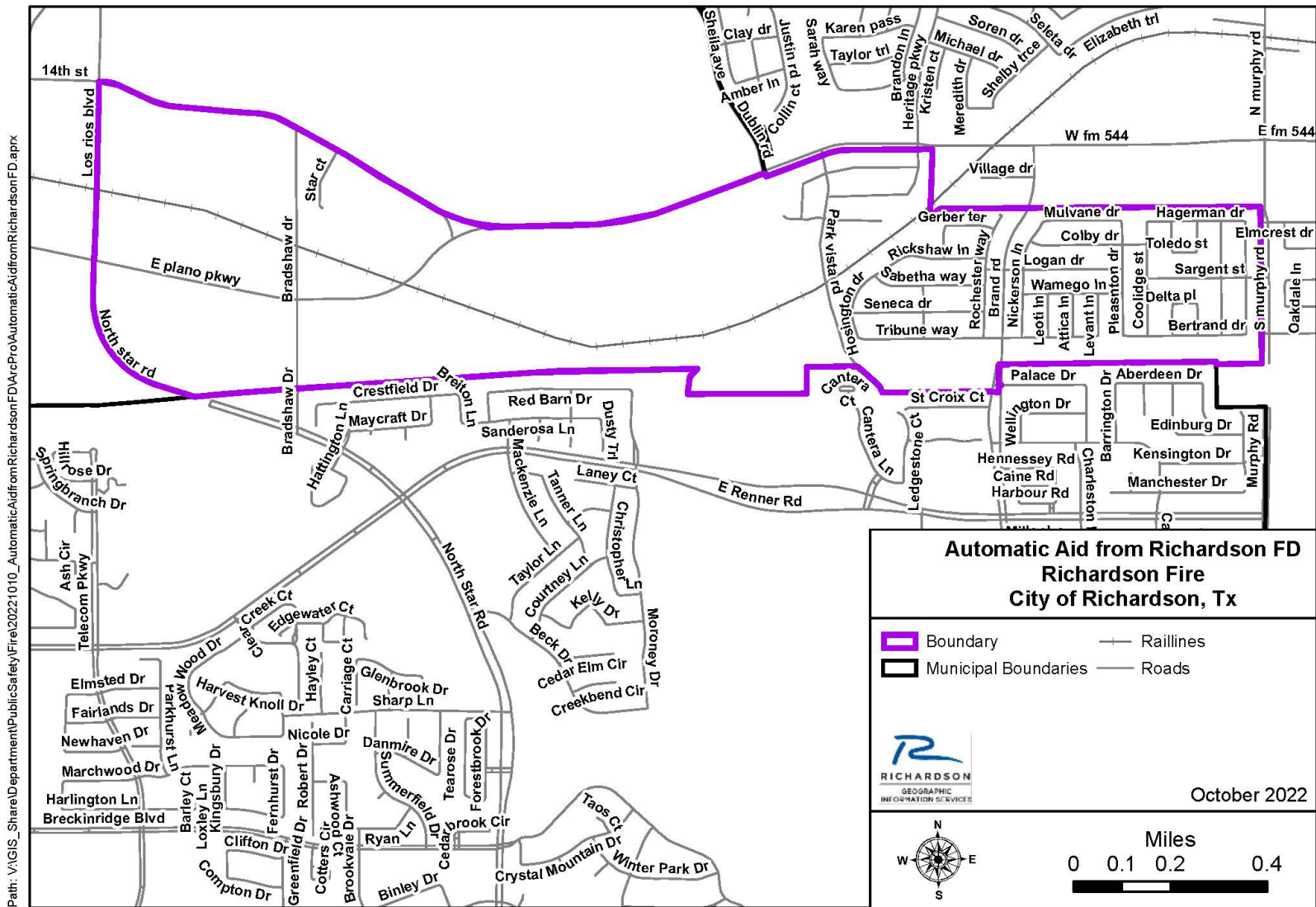
By: \_\_\_\_\_  
Don Magner, City Manager  
City of Richardson

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Mark D. Israelson, City Manager  
City of Plano

EXHIBIT "A"



# EXHIBIT "B"

