



**PUBLIC NOTICE**  
**City Council Special Meeting**  
**February 24, 2015, at 7:00 PM**  
**City Hall - 665 Country Club Road**

---

**Notice is hereby given that a Special Meeting of the City Council of the City of Lucas will be held on Tuesday, February 24, 2015, at 7:00 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

---

**Agenda**

**Call to Order**

Call to Order  
Roll Call  
Determination of Quorum  
Reminder to turn off or silence cell phones

**Regular Session**

- 1) Discuss and consider request by Seis Lagos to contractually provide Fire and EMS to Seis Lagos.
- 2) Adjournment.

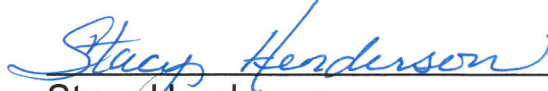
---

As authorized by Section 551.071 (2) of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.

---

## Certification

*I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on Friday, February 20, 2015, as required in accordance with Government Code §551.041.*

  
Stacy Henderson  
City Secretary

---

This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us)

---

# LUCAS CITY COUNCIL

Meeting Date February 24, 2015

---

## AGENDA ITEM:

- Call to Order
- Roll Call

|                           | Present                  | Absent                   |
|---------------------------|--------------------------|--------------------------|
| Mayor Rebecca Mark        | <input type="checkbox"/> | <input type="checkbox"/> |
| Seat 1 CM Wayne Millsap   | <input type="checkbox"/> | <input type="checkbox"/> |
| Seat 2 CM Jim Olk         | <input type="checkbox"/> | <input type="checkbox"/> |
| Seat 3 CM Steve Duke      | <input type="checkbox"/> | <input type="checkbox"/> |
| Seat 4 CM Philip Lawrence | <input type="checkbox"/> | <input type="checkbox"/> |
| Seat 5 CM Debbie Fisher   | <input type="checkbox"/> | <input type="checkbox"/> |
| Seat 6 MPT Kathleen Peele | <input type="checkbox"/> | <input type="checkbox"/> |
- Determination of Quorum
- Reminder to silence cell phones
- Pledge of Allegiance

---

## Informational Purposes

- |  |                          |
|--|--------------------------|
| City Manager Joni Clarke                   | <input type="checkbox"/> |
| City Secretary Stacy Henderson             | <input type="checkbox"/> |
| Public Works Director Stanton Foerster     | <input type="checkbox"/> |
| Finance Director Liz Exum                  | <input type="checkbox"/> |
| HR Director Cheryl Meehan                  | <input type="checkbox"/> |
| Fire Chief Jim Kitchens                    | <input type="checkbox"/> |
| Development Services Director Joe Hilbourn | <input type="checkbox"/> |
| City Attorney Joe Gorfida, Jr.             | <input type="checkbox"/> |

STATE OF TEXAS           §  
  §           **INTERLOCAL COOPERATION AGREEMENT**  
COUNTY OF COLLIN       §

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the City of Lucas, Texas, (“City”) and the Seis Lagos Utility District (“Seis Lagos”), (each a “Party” and collectively the “Parties”), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, the Parties previously entered into that certain Interlocal Cooperation Agreement for Emergency Services dated November 16, 2009 (the “Agreement”);

**WHEREAS**, the Parties desire to enter into a new Interlocal Cooperation Agreement for the purposes of adding emergency medical services to include patient transport to the “Emergency Services” provided by the City and to provide for an annual compensation rate for Emergency Services; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide for Emergency Services; and

**WHEREAS**, the Parties further desire to secure the benefits of the protection of life and property from fire or explosion by entering into this Agreement for establishing investigative resources to conduct the cause and origin investigation of fires and explosions to perform any latent criminal investigations resulting from said fires or explosions; and

**WHEREAS**, each Party shall make the payments required under this Agreement from current available revenue;

**NOW THEREFORE**, in consideration the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I**  
**Firefighting and Emergency Services**

1.1 Upon the request of Seis Lagos or upon receipt of a call for Emergency Services within the scope of services to be provided hereunder, City shall, based upon availability, dispatch firefighting, emergency medical service, patient transport, disaster support, and related equipment and personnel (“Emergency Services”) to any point designated within the territorial limits of Seis Lagos. The details as to the amounts and types of assistance to be dispatched and/or employed, methods of dispatching and communications, personnel training and operations procedures shall be within the discretion of the Fire Chief of the City of Lucas.

1.2 The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- (a) City shall extend its 911 emergency call and dispatch system to Seis Lagos;
- (b) City will provide the same level and quality of service in performing the terms of this Agreement as are provided in the corporate boundaries of the City. City shall take all actions necessary to include Seis Lagos in its emergency service area/district as necessary for Seis Lagos to receive the benefit of participation by the City in Collin County mutual aid or similar agreements. Nothing contained in this Agreement, however, shall require City to construct new facilities, purchase new equipment or retain additional personnel where, in the discretion of the Fire Chief and/or City Manager sufficient equipment, personnel and facilities exist or are available to accommodate appropriate levels of readiness and protection. City does not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality; and
- (c) Seis Lagos agrees to provide City with a copy of the latest official map of Seis Lagos following execution of, and for the duration of, this Agreement.

## **Article II Term and Termination**

2.1 This Agreement shall begin on the last date all Parties have executed this Agreement (“Effective Date”) and shall continue until September 30, 2015. This Agreement shall automatically renew on October 1 of each year for additional one (1) year terms unless otherwise terminated by either Party as provided herein.

2.2 Either Party may terminate this Agreement by giving the other Party sixty (60) days advance written notice of its intent to terminate.

2.3 If Seis Lagos fails to make a quarterly payment of an Annual Contract Amount due hereunder, City may terminate this Agreement after providing written notice to Seis Lagos that payment has not been received; and, if Seis Lagos fails to tender payment within thirty (30) days of receipt of said notice, the City shall send written notice that the Agreement has been terminated if payment is not received during the thirty (30) day notice period.

## **Article III Costs for Services**

3.1 Seis Lagos agrees to pay City an annual contract amount for Emergency Services based upon a fiscal year with an October 1 state date in the amount of One Hundred Seventy-Five Dollars (\$175,000.00).

- (a) The Annual Contract Amount shall be paid in four equal quarterly payments due on or before the fifteenth (15<sup>th</sup>) day of each quarter, as follows:

- 1. October 15;

2. January 15;
  3. April 15; and,
  4. July 15.
- (b) City agrees to furnish Seis Lagos with the Annual Contract Amount for the next annual period to start October 1, not later than the immediately preceding September 1.
- (c) If this Agreement is terminated by either Party as provided herein, the Annual Contract Amount to be paid by Seis Lagos during the then current year shall be pro-rated for that portion of the year in which services under this Agreement were provided; and, following the termination date, Seis Lagos shall pay to City in full any Amortized Payments that carried forward within ninety (90) days following the termination date.
- (d) City shall notify Seis Lagos in writing of any upcoming increase in an Adjusted Annual Fire Department Budget that is attributable to adding paid staff and/or firefighters to the Fire Department or constructing another fire station at least nine (9) months prior to the start of the fiscal year that City anticipates such cost increases going into effect. Such notification is not required to contain exact cost figures, but must contain a reasonable and good faith estimate of the anticipated increase in the future Adjusted Annual Fire Department Budget so that Seis Lagos can estimate the amount of future Annual Contract Amounts.

#### **Article IV Independent Contractor**

The Parties intend that City, in performing services specified in this Agreement, shall act as an independent contractor of Seis Lagos and City shall have control of its work and the manner in which it is to be performed. No employee, agent or representative of City shall be deemed to be an employee, agent, or representative of Seis Lagos.

#### **Article V Sovereign Immunity**

The Parties hereto are political subdivisions of the State of Texas, each of which has official and sovereign immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity nor shall any provisions of this Agreement be deemed to create any rights to any person not a signatory hereto.

#### **Article VI Liability**

6.1 City has and will maintain in full force and effect policies of public liability insurance covering all Parties in the event of loss, damage or injury, to persons or property which may arise from the provision of service under this Agreement. The Parties agree that they shall

be responsible for civil liabilities in the manner provided by Section 791.006(a) of the Texas Interlocal Cooperation Act, as it existed on October 1, 2014. The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6.2 In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal civil lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that are provided by the Party's insurance carrier that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the Party.

## **Article VII Miscellaneous**

7.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written consent of the other Party hereto. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

7.3 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

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

7.5 Current Revenues. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.

7.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

7.7 Notice. Any notice permitted or required to be sent 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 by delivering 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 notice, the addresses of the Parties shall be as follows:

If to City, to:           City Manager  
                                  City of Lucas  
                                  665 Country Club Road  
                                  Lucas, TX 75002

If to Seis Lagos, to:    President  
                                  Seis Lagos Utility District  
                                  220 Seis Lagos Tr.  
                                  Wylie, TX 75098

7.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

7.9 Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair 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 document.

7.10 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

*(signature page to follow)*



EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Rebecca Mark, Mayor

**Attest:**

By: \_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary

**Approved as to Form:**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(08-11-14/67550)

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Seis Lagos Utility District**

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

**Attest:**

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

**Approved as to Form:**

By: \_\_\_\_\_  
Julie Fort  
Attorney for Seis Lagos Utility District