



31 October 2024

Collin County  
Yoon Kim  
County Administrator  
2300 Bloomdale Road, Suite 4192  
McKinney, Texas 75071

Subject: Collin County Interlocal Agreement for the Provision of Firefighting and Fire Protection Services

Dear Mr. Kim,

The current Agreement for the Provision of Firefighting and Fire Protection Services ("Agreement") between the City of Farmersville and Collin County has an effective date of October 1, 2013, along with automatically renewing one-year terms. See attached copy.

Section 4.3 of the Agreement provides that either Party may terminate without cause by providing 30 days written notice. This writing shall constitute the City of Farmersville's notice of its intent to terminate the Agreement effective October 1, 2025.

After careful consideration the City has determined that the Agreement is not in the best interest of the City for the following reasons:

1. The county's yearly fee is based on the square miles and population of the unincorporated fire district served rather than the actual cost of call volume of the services provided.
2. The agreement does not adequately compensate for the first response to EMS provided by the fire department to the fire district.
3. The agreement does not adequately compensate the City of Farmersville for the services provided.

As an alternative to ultimately terminating these services outside the city limits, the City suggests entering into a restated Agreement under modified terms, whereby the City would serve those areas immediately adjacent to it with fire protection and First Response to EMS services if the County agreed to fair compensation based on actual cost to the fire/EMS model the City of Farmersville provides. Please see attached Fire/EMS model spreadsheet providing costs for the past budget year from October 2023 to September 2024 and showing a loss of approximately \$190K.

Per our current agreement, fire protection services outside the city limits shall remain in effect until October 1, 2025.

Thank you for your assistance. If there should be further questions regarding this matter, please do not hesitate to call me at 972.782-6151.

Sincerely,



Benjamin L. White, P.E., CPM  
City Manager/Public Works Director  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442

Attachment A

Agreement for the Provision of Firefighting and Fire Protection Services

COUNTY OF COLLIN       §  
                                     §

**AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES**

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and the City of Farmersville, Texas, a Type A General Law City (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

**RECITALS**

**WHEREAS**, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

**WHEREAS**, AGENCY is a municipal corporation or nonprofit corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

**WHEREAS**, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

**WHEREAS**, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

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

**II. Obligations and Responsibilities of AGENCY**

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY.

### **III. Obligations and Responsibilities of COUNTY.**

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; 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 AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. 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 AGENCY. In accordance with Texas Local Government Code chapter 352, such payments will be made from COUNTY's general fund.



3.3 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 AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

#### **IV. Effective Date, Term and Termination.**

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 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 section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by 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 budgeted 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.

#### **V. Miscellaneous**

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:  
Collin County, Texas  
Attn: County Judge, Keith Self  
2300 Bloomdale Rd.  
McKinney, TX 75071

To AGENCY  
City of Farmersville  
Attn: Ben White, City Manager  
205 South Main St.  
Farmersville, TX 75442

5.2 **Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly

authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

**5.3 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.

**5.4 Governing 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.

**5.5 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.

**5.6 No Third Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

**5.8 Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

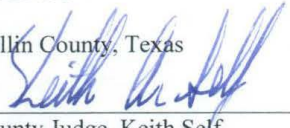
**5.9 Dispute Resolution.** The Parties agree to use alternative dispute resolution, including mediation to resolve any conflicts which may arise under this Agreement.

**5.10 Authority.** The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing 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.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

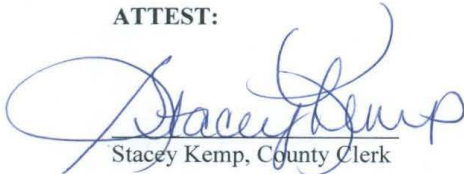
Collin County, Texas

  
County Judge, Keith Self  
Acting on behalf and by Authority  
Of the Collin County Commissioners

Date

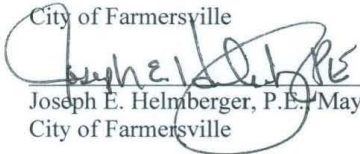
11/5/13

ATTEST:

  
Stacey Kemp, County Clerk

AGENCY


City of Farmersville

  
Joseph E. Helmberger, P.E., Mayor  
City of Farmersville

Date

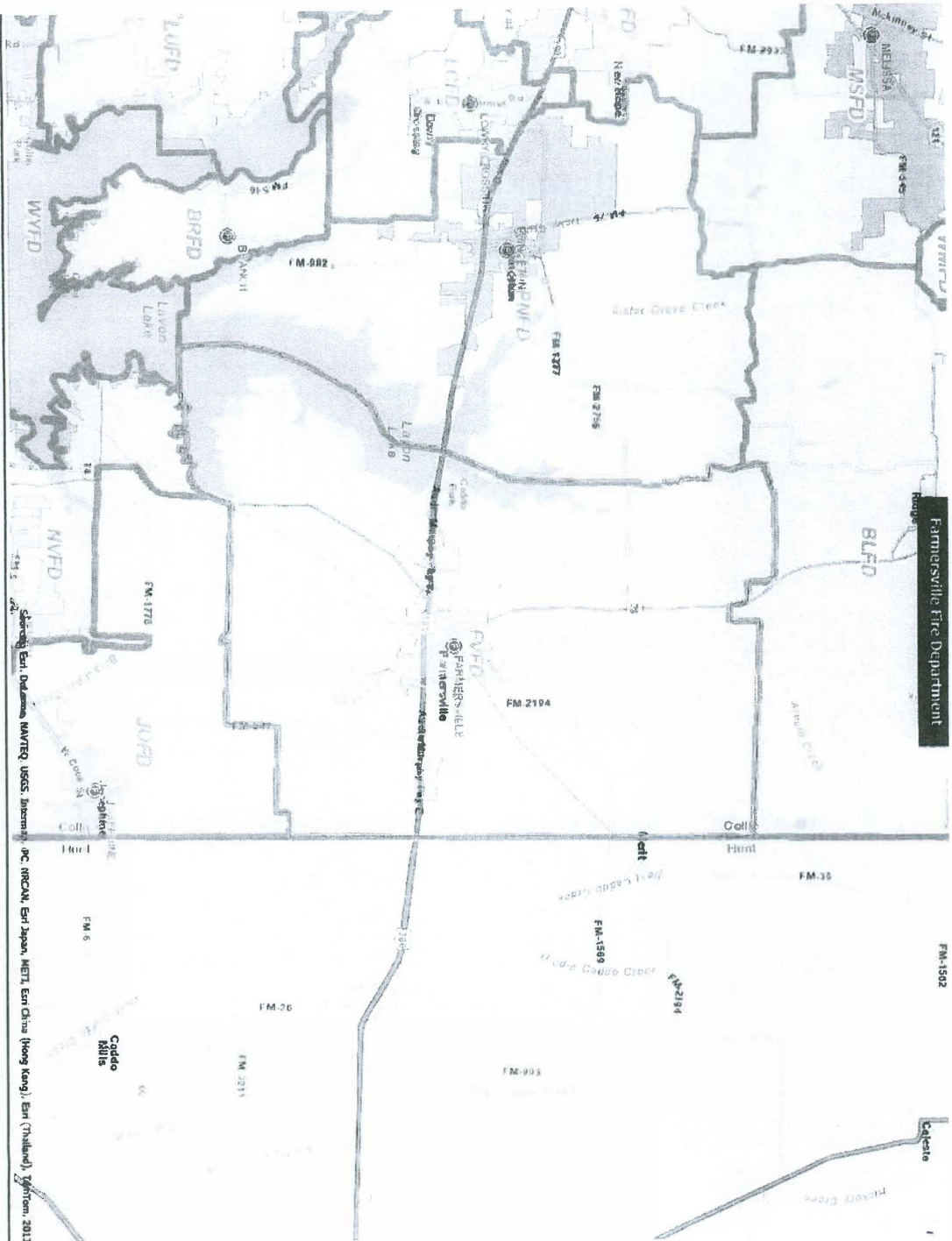
August 13, 2013

ATTEST:

  
Edie Sims, City Secretary







Farmersville Fire Department

Copyright © 2013 Farmersville Fire Department. All rights reserved. This map is for informational purposes only and does not constitute a warranty of accuracy or completeness. The map is subject to change without notice. The map is not to be used for any other purpose without the written consent of the Farmersville Fire Department.

**Attachment B**  
**Fire/EMS Model Spreadsheet**

Description	2022/2023	2023/2024	2024/2025
<b>City of Farmersville Model</b>			
Yearly City Runs Total	1,125	1,188	1,283
Yearly County Runs Total	493	549	593
Yearly Mutual Aid Runs Total	61	88	95
Total All Runs	1,679	1,825	1,971
Yearly City Runs Percent	67	65	65
Yearly County Runs Percent	29	30	30
Yearly Mutual Aid Percent	4	5	5
Farmersville Fire Department Budget	506,077	869,378	1,391,382
City Cost for City Runs	339,093	565,929	905,733
City Cost Yearly County Runs	148,598	261,528	418,558
City Cost for Yearly Mutual Aid Runs	18,386	41,921	67,091
City Cost Yearly County Runs	148,598	261,528	418,558
Dispatch Reimbursement	105,100	105,100	105,100
Run Money Reimbursement	122,578	121,276	123,223
Farmersville Deficit	79,080	-35,152	-190,235
<b>Denton County Model</b>			
Base	10000	10000	10000
Cost Per Call	700	700	700
Runs	524	593	640
City Cost Yearly County Runs	376,800	425,100	458,000
<b>FEMA Model</b>			
Cost Per Engine Hour ( <b>ONE</b> Apparatus)	325	325	325
Total Engine Hours		931	
City Cost Yearly County Runs		302,575	