



November 4, 2024

Chris Hill, County Judge, Collin County
Susan Fletcher, Commissioner Precinct 1, Collin County
Cheryl Williams, Commissioner Precinct 2, Collin County
Darrel Hale, Commissioner Precinct 3, Collin County
Duncan Webb, Commissioner Precinct 4, Collin County

RE: FIRE PROTECTION AND ADVANCED LIFE SUPPORT TO COLLIN COUNTY RESIDENTS

Dear County Judge and Commissioners,

On behalf of the City of Wylie and Wylie Fire Rescue, I am writing to propose a formal agreement for fire protection and advanced life support (ALS) first responder services to Collin County residents in our fire district with a planned start date of October 2025. WFR has successfully operated under a similar interlocal agreement (ILA) with Rockwall County, and we are confident that we can offer the same level of dedicated service to Collin County residents.

This partnership is based on a per-call pricing model, developed to ensure fairness and transparency for all involved. Under this model, the cost per call is calculated by taking Wylie Fire Rescue's budget, excluding EMS services, and dividing it by the total number of calls we handle. This structure ensures the County is only compensating for the direct services provided to County residents while maintaining high standards of care and responsiveness.

This agreement enables Collin County residents to have access to Wylie Fire Rescue's full array of capabilities. Our fully paid, all-hazard department operates from four strategically located stations, which allows us to respond quickly and effectively to a range of emergencies. When Wylie Fire Rescues is called to Collin County, our team will respond with the same resources and dedication as we would to any resident within our city limits.

Our goal is to offer Collin County residents the peace of mind that comes from knowing they have access to a professional, well-equipped emergency response team, ready to handle any situation.

We have enclosed a sample Interlocal Agreement (ILA) for your review. We are eager to discuss the terms in more detail and explore how we can work together to enhance public safety in Collin County as we move toward the start of the agreement in October 2025.

Thank you for your time and consideration. We look forward to serving Collin County residents with the highest level of commitment and care as we have for many years.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brent Parker'.

Brent Parker
Wylie City Manager

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WYLIE AND THE COUNTY OF COLLIN FOR FIRE PROTECTION AND FIRST RESPONDER EMS SERVICES

This Interlocal Agreement for Fire Protection and First Responder Services, effective as of the 1st day of October, 2025 (“Effective Date”), by and between the City of Wylie, Collin County, Texas (“Wylie”), a Texas home-rule municipality, and the County of Collin, Texas (“County”), a Texas political subdivision. Wylie and County are at times each referred to herein as a “party” or collectively the “parties.”

WHEREAS, Collin 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, The City of Wylie 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, Wylie currently provides fire protection and first responder services within the corporate limits of County pursuant to a previous agreement with Collin County the parties dated September 10, 2013; and

WHEREAS, Wylie currently provides emergency medical ambulance transport service (“EMS”) within the corporate limits of County pursuant to a previous agreement between the parties dated August 5, 2024; and

WHEREAS, County has expressed its desire for Wylie to continue providing such services to County and its citizens; and

WHEREAS, Wylie and County mutually desire to be subject to and contract pursuant to the provision of the Government Code, Chapter 791, the Interlocal Cooperation Act, and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of such services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, each party is capable of performing the services provided for in this Agreement, and each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW THEREFORE, in consideration of the following mutual promises and covenants, Wylie and County do hereby agree to the following:

I. **TERM**

The effective date of this Agreement shall be the 1st day of October 1, 2025, (“Effective Date”), regardless of when this Agreement is executed by the Parties' authorized representatives.

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.

II.

SCOPE OF SERVICES

Wylie agrees to be the primary provider of twenty-four (24) hour emergency fire protection and first responder EMS services for the benefit of County (collectively, “Services”) outside the corporate limits of Wylie and in that portion of County, generally described as follows:

The region extending beyond the city limits of Wylie, including residential neighborhoods, commercial developments, and agricultural lands. This area features a mix of population densities, with neighborhoods, scattered homes and businesses, as well as open spaces that may pose unique fire risks. The boundaries will include specific zones identified by maps and landmarks such as roadways, waterways, and community facilities, ensuring comprehensive coverage for all residents and property within this designated region and more particularly described in **Exhibit “A”**, attached hereto and incorporated herein for all purposes (“Service Area”). The Services shall include, but are not limited to, responding to grass fires, structure fires, motor vehicle accidents, false alarms, and first-response emergency medical and rescue services. Wylie agrees that the fire protection service provided to County by Wylie will meet or exceed all equipment and service standards established by the Texas Commission on Fire Protection pursuant to its authority under Chapter 419, Texas Government Code.

III.

PERFORMANCE OF SERVICES

It is expressly agreed and understood by the parties hereto that the availability of personnel and equipment for the Services, as well as the number of personnel and the amount of equipment to be sent, if any, in the event of the need for Services by County, shall be left to the discretion of the Wylie Fire Rescue Department (“WFR”). The Services shall not be arbitrarily withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent Wylie from providing Services at a particular time. Wylie shall restore such service with all reasonable speed to the same level which existed prior to such unforeseen circumstances arising, if such should arise. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and County.

In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine the priorities in the dispatching and use of equipment and personnel. County understands that the availability of WFR units will be subject to the demands within Wylie, which will in all cases take priority, as well as other existing interlocal and mutual aid agreements. When units from Wylie are unavailable or will have an anticipated delayed response time, Wylie will use its best efforts to contact an alternate or auxiliary service provider to provide Services to County. In such an event, County shall be solely responsible for paying any costs or fees assessed by any such alternate or auxiliary service provider.

Wylie agrees that it will provide County with copies of National Fire Incident Report system reports on all calls for service within County to which Wylie responds on a quarterly basis or as reasonably requested by the Collin County Fire Marshal. The City of Wylie warrants and promises

that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to the City of Wylie. The City of Wylie shall add Collin County as an additional insured to the City of Wylie's liability insurance. The City of Wylie shall provide proof of liability insurance to Collin County at the beginning of each term of this Agreement and upon request by Collin County.

County shall be solely responsible for providing Wylie with a current county map (the "County Map") and updating the County Map as necessary to reflect new residents or the addition of new territory into County.

IV. **COMPENSATION**

In exchange for Wylie's agreement to provide Services to County during the Initial Term, County agrees to pay to Wylie an amount for each Service call to which Wylie responds under this Agreement equal to two thousand three hundred thirty nine and 74/100 Dollars (\$2,339.74) (the "Service Call Rate") per Service call. The Service Call Rate may be adjusted on an annual basis. If the Service Call Rate is adjusted by Wylie, Wylie shall provide County with thirty (30) days' written notice of the adjustment to the Service Call Rate which will be adjusted each year in January. Wylie shall invoice County on a quarterly basis for the actual Services performed for the previous quarter. County shall pay the amount(s) due Wylie within thirty (30) days of receipt of each invoice.

V. **OTHER CHARGES**

Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting service charges and fee expenses from persons to whom Services are provided under this Agreement. Wylie shall have sole discretion over the amount of any such charges or expenses imposed on responsible part. Collin County shall have no authority over or responsibility for any billing or collection activities for Services provided by Wylie under this Agreement. The service fees and charges and expenses billed and/or collected by Wylie shall be in addition to, and shall not affect, County's obligation to pay Wylie the amounts due under this Agreement.

VI. **FAILURE TO PAY**

If County fails to fully pay any amounts due to Wylie under this Agreement, such failure shall constitute a default ("Default"). In the event of a Default, and in its sole discretion, Wylie is entitled to terminate this Agreement by providing County written notice of its intent to terminate. In addition, Wylie may seek any and all other remedies available to it under the law.

VII. **TERMINATION**

Either party may terminate this Agreement for any reason, with or without cause, by providing sixty (60) days written notice to the other party. In the event of such termination by either party, Wylie shall be compensated pro rata for all Services performed to termination date, together with reimbursable expenses due and as authorized by this Agreement. In the event of such termination,

should Wylie be overcompensated on a pro rata basis for all Services performed to termination date and/or be overcompensated reimbursable expenses as authorized by this Agreement, County shall be reimbursed for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

VIII.

IMMUNITY/INDEMNITY

It is expressly understood and agreed that, in the execution of this Agreement, neither Wylie nor County waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of their respective governmental powers and functions.

Pursuant to Section 791.006(a) of the Texas Government Code, as amended, each party shall be solely responsible for any civil liability arising from furnishing or obtaining the Services contemplated herein as fully and to the same extent as that party would have been responsible in the absence of this Agreement. The parties understand and agree that if Wylie does not furnish personnel, equipment or services to County after being notified of the need for such Services, Wylie shall not be liable to County in damages or otherwise for the failure to furnish the same provided that Wylie used its best efforts to contact an alternate or auxiliary service provider to provide Services to County.

County agrees that the acts or omissions of any person dispatched by Wylie pursuant to this Agreement, travelling to or from said calls, or in any manner furnishing Services to County, outside the city limits of Wylie, shall be considered to be the acts and agents of County in all respects, notwithstanding that such person may be a regular employee or independent contractor of Wylie.

TO THE EXTENT ALLOWED BY LAW, COUNTY SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE INTENTIONAL OR NEGLIGENT ACTS AND/OR OMISSIONS OF COUNTY, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES, AND REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

IX.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between Wylie and County and supersedes all prior negotiations, representations and/or Agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Wylie and County.

X.
GOVERNING LAW

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue of any dispute or matter arising under this Agreement shall be in Collin County, Texas.

XI.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XII.
ADDITIONAL AGREEMENTS

Wylie is not prohibited from entering into similar agreements with other governmental entities or political subdivisions.

XIII.
INDEPENDENT CONTRACTOR

Except as otherwise expressly provided herein, County and Wylie 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 Agreement.

XIV.
LEGAL CONSTRUCTION

This is a negotiated agreement, should any part of this Agreement be in dispute the parties stipulate that the Agreement shall not be construed more favorably for either party.

XV.
NOTICE

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via a hand-delivery service, 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 notification, the addresses of the parties shall be as follows:

If to Wylie, addressed to it at:

City of Wylie
Attention: Brent Parker, City Manager
300 Country Club Road
Wylie, TX 75098
Email: brent.parker@wylietexas.gov

If to County, addressed to it at:

Collin County, Texas
Attn: County Judge Chris Hill
2300 Bloomdale Rd.
McKinney, TX 75071

XVI.
AUTHORITY TO EXECUTE

The undersigned officers and/or agents of the parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

XVII.
WAIVER

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

XVIII.
NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

XIX.
MULTIPLE COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[Signature pages follow.]

SAMPLE

AGREED:

City of Wylie, Texas,
a Texas home-rule municipality

City Manager Brent Parker

Date

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me she is the duly authorized representative for the **CITY OF WYLIE, TEXAS**, and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ DAY OF _____, 2024.

Notary Public in and for the State of Texas
My Commission Expires: _____

County of Collin, Texas
a Texas political subdivision

Collin County Judge Chris Hill

Date

STATE OF TEXAS

§

§

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for **COLLIN COUNTY, TEXAS**, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024.

Notary Public in and for the State of Texas
My Commission Expires: _____

Exhibit A

Areas in Blue indicate Collin County (unincorporated areas)

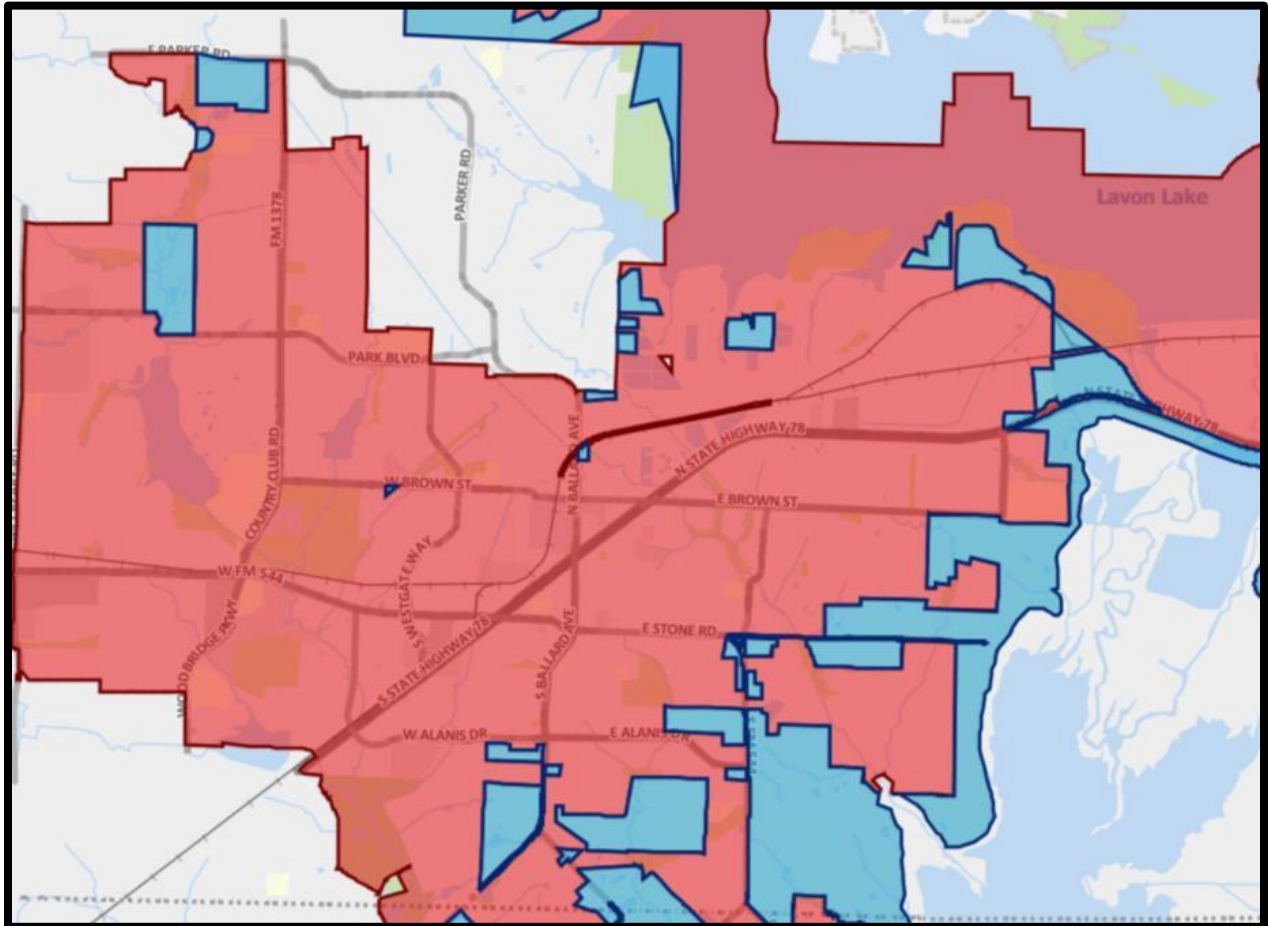


Exhibit B
Cost Per Call Worksheet
FY23-24

National Fire Incident Reporting System (Major Categories)	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024
Fire (100s)	13	7	11	14	9	7	13	17	8	9	11	6
Overpressure Rupture, Explosion, Overheat (no fire (200s)			1			1	1			6	2	1
EMS (300s)	344	344	353	346	301	313	306	339	322	318	339	333
Hazardous Conditions (400s)	25	15	18	33	18	8	11	39	21	13	17	16
Service Calls (500s)	56	63	48	93	39	72	59	116	64	65	58	49
Good Intent Calls (600s)	36	39	33	46	30	29	25	43	40	24	37	26
False Alarms (700s)	54	43	52	106	28	36	42	35	47	45	45	38
Severe Weather (800s)						1		6				
Special Incidents (900s)												
Total Incidents for Month	528	511	516	638	425	467	457	595	502	480	509	469
Total Calls for Fiscal Year 23-24 (Final)	6,097											
Total Fire Department Final Budget FY23-24 (Less EMS Ops)	\$14,265,378.00											
Total Cost Per Call (Budget/Calls for Service)	\$2,339.74											
New Cost Per Call Rate for 2024-2025	\$2,339.74											
Estimate for Collin County FY 24-25 (20 Calls)	\$629,389	269	Calls	Estimated								