

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WYLIE, TEXAS
AND THE CITY OF LAVON, TEXAS
(Emergency Medical Transport Services)**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the **City of Wylie, Texas**, a home-rule municipality ("Wylie"), and the **City of Lavon, Texas**, a home-rule municipality ("Lavon"). Wylie and Lavon are at times each referred to herein as a "party" or collectively the "parties."

WHEREAS, Lavon is a home-rule municipality, duly organized and operating under the laws of the State of Texas and its home rule charter, and engaged in the administration of local government and related services for the benefit of the citizens of Lavon; and

WHEREAS, Wylie is a home-rule municipality, duly organized and operating under the laws of the State of Texas and its home rule charter, and engaged in the provision of fire protection, emergency medical services ("EMS"), and other related services for the benefit of the citizens of Wylie; and

WHEREAS, Lavon has requested that Wylie provide EMS Medical Transport services to the citizens of Lavon, and Wylie has agreed to provide such services subject to the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of EMS Medical Transport 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. All payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, Wylie and Lavon mutually agree to the following:

1. Services Provided. Wylie will provide twenty-four (24) hour EMS Medical Transport services, as more thoroughly described hereinafter (collectively, the "Services") within the municipal boundaries of Lavon (excluding its ETJ) and special districts under contract with Lavon for fire and emergency medical services, the area of which is generally depicted in Exhibit A, which is attached hereto and hereinafter made a part of this Agreement, and as may be amended by Lavon during the term of this Agreement (the "Lavon Service Area"). The Services shall include but are not limited to:

- a) Advanced Life Support Emergency Medical Services.
- b) Ambulance Transport: The core service provided would be Advanced Life Support Ambulance transport, including emergency and non-emergency transportation.
- c) Emergency Medical Care: Emergency medical care by trained medical personnel, including paramedics and emergency medical technicians (EMTs).

- d) Ambulance dispatch services: Coordinate emergency ambulance response through the Wylie public safety communications center to ensure timely deployment of ambulances in emergencies.
- e) Emergency communications and Emergency Medical Dispatching Services (EMD) when the caller is transferred to the Wylie Public Safety Communications Center
- f) Medical Equipment and Supplies: Wylie will replenish expended supplies for an emergency patient(s) at the Lavon Fire Department by providing and maintaining medical equipment and supplies necessary for emergency medical care and transport ambulance operations.
- g) EMS advisory, planning, and coordination with the Lavon Fire Department for special events will be separate from this Agreement. Staffing and personnel from Wylie Fire Rescue for special events will also be individual and are not subject to this Agreement.
- h) Billing and Insurance Services: Wylie will handle billing and insurance claims related to ambulance services and ensure that costs are appropriately covered and reimbursed.
- i) Quality assurance and improvement include monitoring and evaluating ambulance services to ensure quality care delivery and continuous improvement.
- j) Compliance and Regulatory Support: This includes assistance with complying with local, state, and federal regulations governing ambulance services and emergency medical care.

2. Performance of Services. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and Lavon. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine the priorities for dispatching and using equipment and personnel. Lavon understands that the availability of Wylie Fire Department Fire/EMS units will be subject to the demands within Wylie, which will always take priority, as well as other existing interlocal and mutual aid agreements. In the rare event that units from Wylie are unavailable or have an anticipated delayed response time due to extreme or unusual circumstances, such as natural disasters, Wylie will make its best efforts to contact an alternate or auxiliary service provider to serve Lavon. If Lavon contracts with or receives ambulance services from an alternate or auxiliary service provider outside of existing mutual aid agreements, Lavon shall be solely responsible for any costs or fees assessed by the alternate or auxiliary service provider.

This Agreement shall not obligate Wylie to construct or keep any facilities, equipment, or personnel within the Lavon Service Area, or to designate, reserve, or devote all or part of Wylie's facilities, equipment, or personnel exclusively to or for the use of Lavon in carrying out this Agreement.

Lavon shall be solely responsible for providing Wylie with a current city map and updating it as necessary to reflect new residents or the addition of new territory. This Agreement may be terminated or renegotiated in accordance with the notice provisions of Section 7 if Lavon annexes additional territory into its corporate limits.

3. Term. The term of this Agreement shall commence on October 1, 2024, and end on September 30, 2025 (the "Primary Term") unless terminated earlier by this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for four (4) successive 12-month periods (the "Renewal Terms") unless terminated earlier by either party.

4. Payment for Services. In consideration of Wylie providing the Services under this Agreement, Lavon shall compensate Wylie in an amount to be assessed by using the following formula (See Exhibit B, attached hereto and hereinafter made a part of this Agreement for an example of this formula):

- a) Quarterly payments. Lavon shall make quarterly payments to Wylie. Lavon will process payment for the amounts due to Wylie within thirty (30) calendar days of receipt of each invoice sent by Wylie. Wylie shall be compensated pro rata for all services performed up to and including the termination date of this Agreement.
- b) In January, Wylie will tabulate the total number of ambulance calls for service for the previous year for the entire contracted service area. The total ambulance call volume tabulated will exclude mutual aid calls for assistance.
- c) Wylie will determine the percentage of calls for each agency within the EMS system's contracted service areas, including the City of Wylie, Collin County, the City of Parker, the City of Lavon, and the Town of Saint Paul.
- d) Wylie will determine the total cost of EMS program expenditures for the previous fiscal year. This includes all expenses of EMS personnel, equipment, and supplies.
- e) Wylie will determine the total Patient (as hereinafter defined) revenue collected from ambulance calls for the previous fiscal year and provide a revenue projection for year one.
- f) Budget estimates for the next fiscal year will be provided to Lavon by April 1st of each year.
- g) Wylie will calculate the fee to be assessed on each jurisdiction within the total contracted service area by using the following formula:
 - i. $\text{Wylie Total Fiscal EMS Budget (minus) Total Patient Billing Revenues} = \text{Total Balance}$
 - ii. Lavon calls for Service with Scene arrival to determine the percentage of calls that occurred in Lavon divided by total contracted service area ambulance responses.
 - iii. $\text{Total Balance (times) the percentage of calls in Lavon} = \text{base cost to Lavon}$
 - iv. $\text{Base Cost to Lavon (times) ten percent (10\%)} = \text{Wylie Administrative fee}$

5. Patient Charges. Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and expenses from persons to whom Services are provided under this Agreement ("Patients"). Wylie shall have sole discretion over the amount of any such charges or expenses imposed on Patients. Lavon shall have no authority over or responsibility for any Patient billing or collection activities for Services provided by Wylie under this Agreement. The Patient charges and expenses billed and/or collected by Wylie shall be in addition to, and shall not affect, Lavon's obligation to pay Wylie the amounts due under this Agreement.

6. Failure to Pay. If Lavon fails to pay any undisputed amounts due to Wylie under this Agreement fully in accordance with Section 4, 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 Lavon written notice of its intent to terminate. In addition, Wylie may seek all other remedies available to it under the law.

7. Termination. Either party may terminate this Agreement by providing the other party written notice of termination at least ninety (90) days before the anticipated date of termination; or upon mutual agreement or termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice. In the event of termination, Wylie shall be compensated pro rata for all undisputed amounts for Services performed to the termination date. In the event of termination, should Wylie be over-compensated on a pro-rata basis for all Services performed to the termination date, Lavon shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

8. Governmental Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, 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 Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

9. Indemnity. 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 Lavon after being notified of the need for such Services, Wylie shall not be liable to Lavon 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 Lavon.

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

TO THE EXTENT ALLOWED BY LAW, LAVON 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 LAVON, 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.

10. Independent Contractor. Except as otherwise expressly provided herein, Lavon and Wylie agree and acknowledge that each entity is not an agent of the other and is responsible for its acts, forbearance, negligence, and deeds and those of its agents or employees in conjunction with the performance of work covered under this Agreement.

11. Venue and 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. This Agreement is performable in Collin County, Texas. Both parties agree that the venue shall be in Collin County, Texas.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between Lavon and Wylie and supersedes all prior negotiations, representations, and/or written or oral agreements. It may be amended only by a written instrument duly executed by both parties.

13. Severability. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, either party may terminate this Agreement by giving the other party fifteen (15) days' written notice of its intent to terminate.

14. Assignment. This Agreement is not assignable.

15. 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.

16. 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 prepaid 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 identical to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the addressee's address. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, address to it at:

City of Wylie, Texas
Attention: Brent Parker
300 Country Club Road, Suite 100
Wylie, Texas 75098

Telephone: (972) 516-6100
Facsimile:
Email: brent.parker@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4040
Email: [REDACTED]

If to Lavon, addressed to it at:

City of Lavon, Texas
Attention: Kim Dobbs, City Manager
P.O. Box 340
120 School Rd.
Lavon, Texas 75166
Telephone: (972) 843-4220
Email: kdobbs@lavontx.gov

With Copy to:

Messer Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Email: [REDACTED]

17. 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.

18. Waiver. A 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.

19. 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.

20. Cooperative Purchasing. This Agreement will allow for a cooperative purchasing program between the parties, allowing each party to purchase goods and services under each other's competitively bid contracts under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery. Either party may terminate this portion of the agreement by providing the other party thirty (30) days prior written notice.

21. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective undersigned, duly authorized representatives.

CITY OF WYLIE, TEXAS,
a Home-Rule Municipality

By: _____
Name Brent Parker
Title: City Manager
Date: _____

CITY OF LAVON, TEXAS,
a Home-Rule Municipality


By: 
Name Kim Dobbs
Title: City Manager
Date: 08-06-2024

EXHIBIT A
MUNICIPAL BOUNDARIES OF THE CITY OF LAVON
AND SERVICE AGREEMENT AREAS

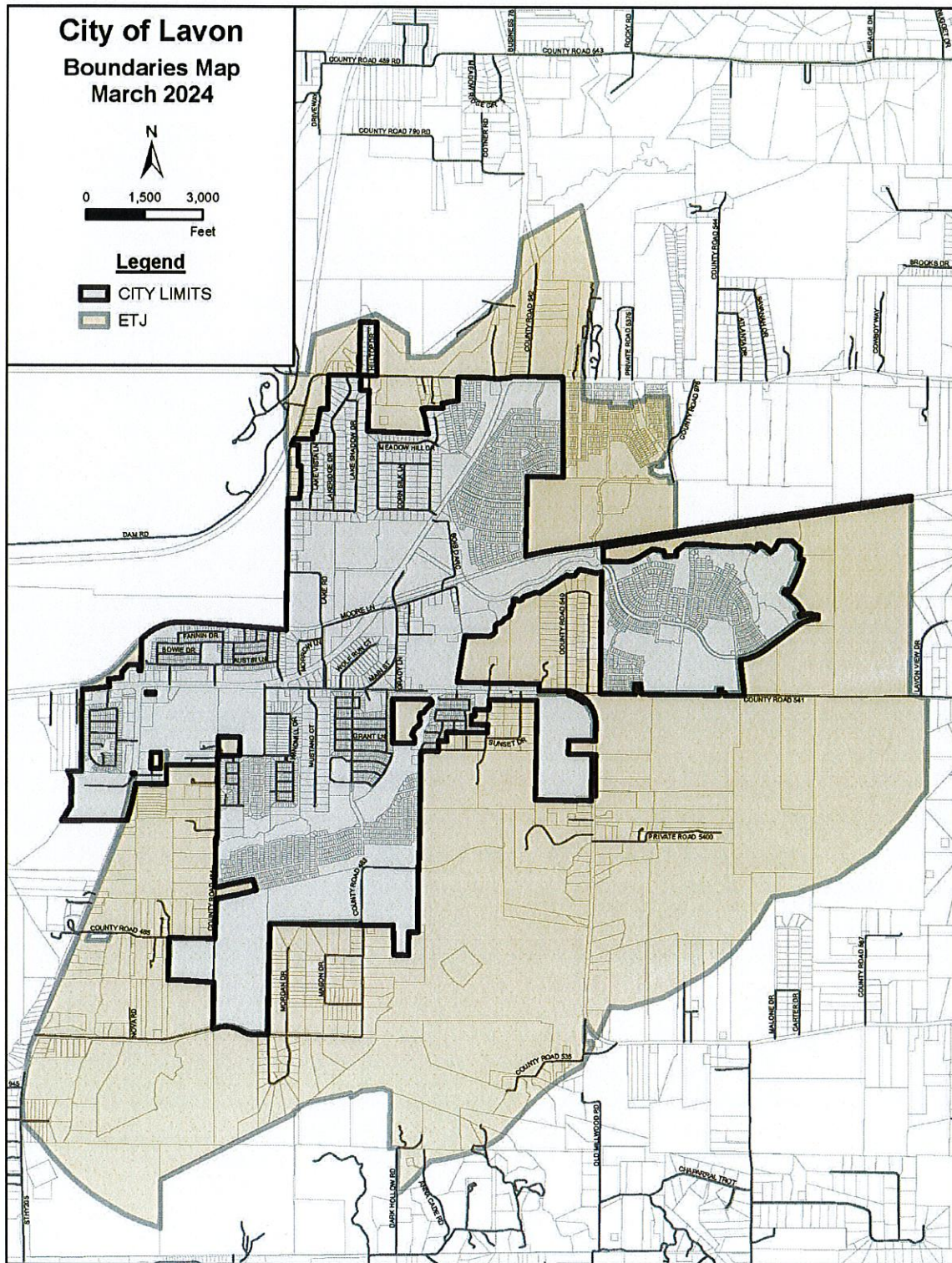


EXHIBIT A
MUNICIPAL BOUNDARIES OF THE CITY OF LAVON
AND SERVICE AGREEMENT AREAS

ELEVON MUNICIPAL UTILITY DISTRICT NO. 1-A

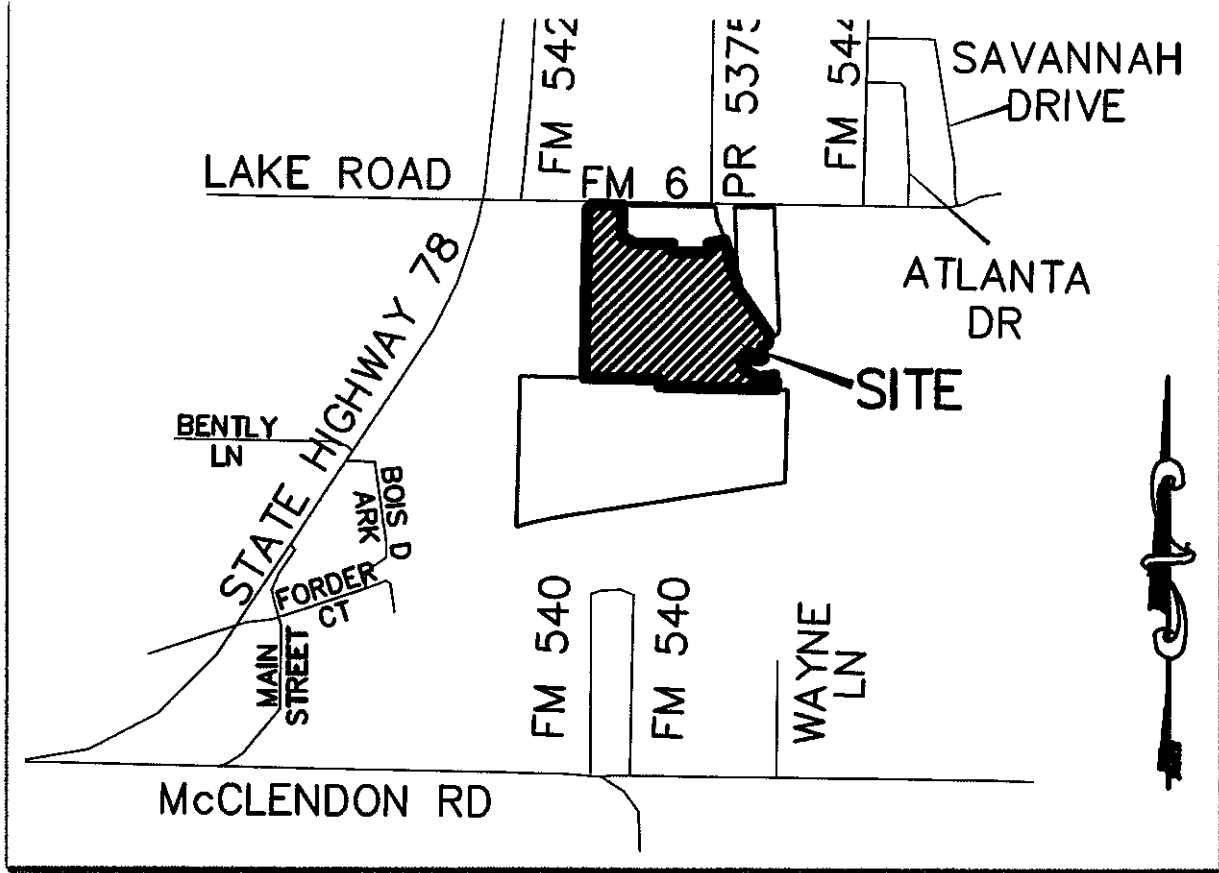


EXHIBIT A
**MUNICIPAL BOUNDARIES OF THE CITY OF LAVON
AND SERVICE AGREEMENT AREAS**

COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

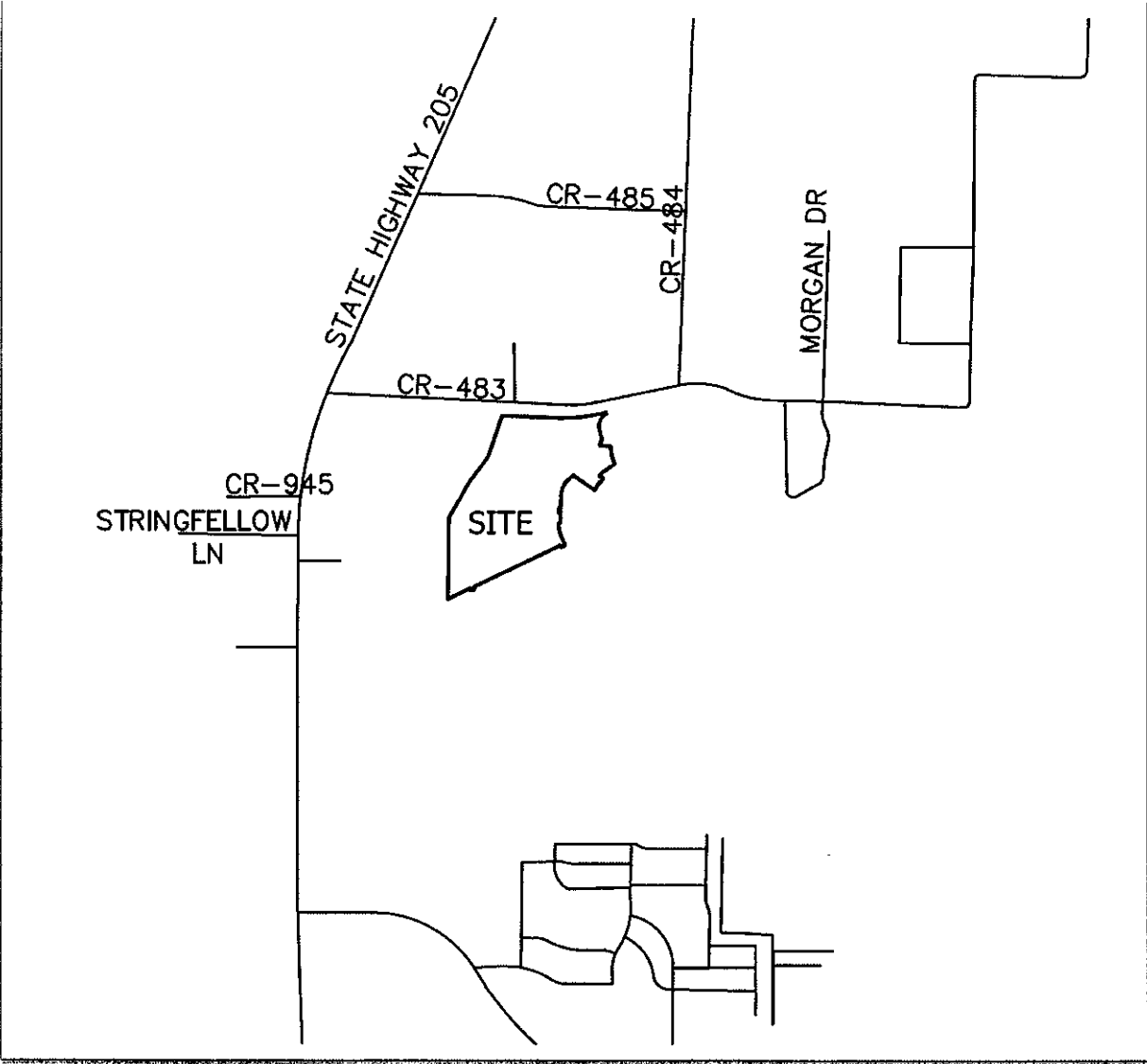


EXHIBIT B
COMPENSATION METHODOLOGY

FY2024-2025 WORKSHEET

CITY OF LAVON

Total WFR Annual EMS Budget	\$2,781,738.88
Total Projected Revenues	\$1,250,000.00
Balance (Expenditures minus Projected Revenue)	\$1,531,738.88
Total Wylie EMS System Scene Arrivals (2023)	4,796
Total Calls (Arrived on Scene) in Lavon Jurisdiction (excluding ETJ)	430
Percent of Total Ambulance Scene Arrivals	8.97%
Total Cost (% of Calls x Balance)	\$137,396.98
10% City of Wylie Administrative Fee	10.00%
Total Cost to Lavon (Amount Due FY24-25)	\$151,136.68