

Bill Vansyckle, Mayor
Tom Leverenz, Mayor Pro-Tem
Michael Dickey, Place Two

CITY OF OVILLA

AGENDA

James Wade, Place Three
Doug Hunt, Place Four
Richard Dormier, Place Five
Randy Whiteman, City Administrator

Ovilla City Council 105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, October 03, 2011

7:00 P.M.

Council Chamber Room

Pursuant to the provisions of Chapter 551 VTCA Government Code, NOTICE is hereby given of a Special Meeting of the City Council of the City of Ovilla, to be held on Monday, October 03, 2011 at 7:00 P.M. in the City Hall Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items.

CALL TO ORDER

- ◆ Invocation
- ◆ Pledge of Allegiance

COMMENTS, PRESENTATIONS, ANNOUNCEMENTS & REPORTS

◆ **Citizen Comments**

The City Council welcomes comments from Citizens. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decision at this time. Speakers under citizen's comments must observe a three-minute time limit. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.

◆ **Department Activity Reports / Discussion**

- ◆ N/A

CONSENT AGENDA

- ◆ N/A

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for individual consideration.

REGULAR AGENDA / INDIVIDUAL CONSIDERATION

ITEM 1. **Discussion/Action** – Consider approval of an Inter-Local Cooperation Agreement for Fire Protection and First Responder Services with the Ellis County Emergency Services District #2.

ITEM 2. **Discussion/Action** – Council will receive City Administrator's Annual Reviews of Department Heads' and Consider Approval of Recommendations.

EXECUTIVE SESSION

The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

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Conflict of Interest

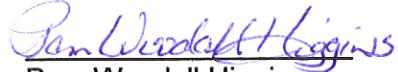
If a Council Member elects to refrain from an item(s) on this agenda, please see the City Secretary for an affidavit prior to the convening of the meeting.

Council's Request for Consideration of Future Agenda Items

No action or in-depth discussion may occur during this item. It is intended to provide an opportunity for the Council to inform each other and the public about events and situations that are of general interest.

Adjournment

This is to certify that a copy of the Notice of the Special City Council Meeting for October 03, 2011, was posted on the bulletin board at City Hall, 105 S. Cockrell Hill Road, Ovilla, on this 30 day of September prior to 6:00 p.m.



Pam Woodall Higgins
City Secretary

IF YOU OR YOUR REPRESENTATIVE HAVE A DISABILITY THAT REQUIRES SPECIAL ARRANGEMENTS AND YOU PLAN TO ATTEND THIS PUBLIC MEETING, PLEASE CALL THE CITY SECRETARY AT 972-617-7262 WITHIN 24 HOURS OF THE MEETING. REASONABLE ACCOMMODATIONS WILL BE MADE TO MEET YOUR NEEDS AT THE MEETING.

PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.

CERTIFICATION:

I hereby certify that the Ovilla City Council Agenda was removed from the City Hall Bulletin Board, located at 105 S. Cockrell Hill Road, Ovilla, TX 75154, (a place accessible to the public at all times) on the _____ day of _____ 2011, at _____ am/pm, after having been posted for at least 72 continuous hours preceding the scheduled time of the posted meeting.

Pam Woodall Higgins, City Secretary

AGENDA ITEM REPORT

Item(s): 1 (City Secretary use only)

Meeting Date : October 3, 2011

Department: Fire

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Mayor Vansyckle

Attachments:

Agreement submitted by the ESD

Revised agreement prepared by legal counsel, Mayor and Mayor PT

Agenda Item / Topic:

ITEM 1. Discussion/Action – Consider approval of an Inter-Local Cooperation Agreement for Fire Protection and First Responder Services with the Ellis County Emergency Services District #2.

Discussion / Justification:

Mayor Vansyckle to address this item.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

N/A

ESD'S SUBMITTED PROPOSAL
INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION AND FIRST RESPONDER SERVICES

THIS AGREEMENT is made and entered into this _____ day of September, 2011, by and between Ellis County Emergency Services District #2, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation, located in Ellis and Dallas Counties, Texas, hereinafter referred to as "City.";

WHEREAS, District is a duly organized political subdivision of the State of Texas engaged in the administration of the Ellis County Emergency Services District #2 and the provision of emergency services for the benefits of the residents of the District; and

WHEREAS, City is a municipal corporation, duly organized and operating under the laws of the State of Texas and is engaged in the provision of fire protection services and emergency medical first responder services for the benefit of the City of Ovilla; and

WHEREAS, City is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employment and/or service trained personnel whose duties are related to the use of such vehicles and equipment as well as the provision of emergency medical services in the capacity of a first responder; and

WHEREAS, District and city mutually desire to be subject to and contract pursuance to provisions of the Government Code, Chapter 791, the Interlocal Cooperation Act, and Chapter 352 of the Local Government Code,

NOW, THEREFORE, District and City, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

SECTION 1.
TERM

The term of this Agreement shall be for the period of October 1, 2011 to and through September 30, 2012.

SECTION 2
SERVICES PROVIDED

The services to be rendered in accordance with this Agreement by City are the fire protection and emergency medical first responder services normally rendered by City to citizens of Ovilla to the areas determined by agreement with the Midlothian Fire Chief as stated in Exhibit A of this agreement.

**SECTION 3.
RESPONSE AREA AND DISPATCH PROCEDURES**

The Fire Chief for the City and the Midlothian Fire Department (MFD) Fire Chief will agree upon response criteria, response area, and dispatch procedures for the City and the MFD for all calls within the boundaries of the District as stated in Exhibit A of this agreement.

**SECTION 4.
9-1-1 COORDINATOR**

The Fire Chief of the City of Midlothian will be the 9-1-1 coordinator for the Ellis County Emergency Service District #2 response area.

**SECTION 5
STATION STAFFING**

Beginning November 1, 2011 the Ovilla Fire Department will, in addition to the three part-time firefighter/paramedics currently working ten hours a day, provide a TCFP certified firefighter/paramedic with pump operator/driver training to work the additional fourteen hours each day to provide 24-hour coverage. The Fire Chief will attempt to supplement the evening and night-time staffing with at least one volunteer firefighter who will staff the station from 7:00 p.m. to 7:00 a.m. each day. The City will offer the volunteer firefighter station duty each night at a rate of \$5.00 per hour. Any unspent funds will be used for future staffing.

**SECTION 6
COMPENSATION**

The district agrees to pay City a total of \$110,000 during the agreement period for the provision of services and station staffing as outlined within this agreement. A \$70,000 payment will be made in April of 2012, provided that the station staffing provisions of Section 5 have been met 90% of the days from November 1, 2011 to March 31, 2012. A \$40,000 payment will be made in July 2012, provided that the station staffing provisions of Section 5 have been met 90% of the days from April 1, 2012 to June 30, 2012. In each of these two periods, payment to the City will be reduced \$300 for each day that the staffing provisions of Section 7 are not met 90% of the time.

**SECTION 7.
MONTHLY REPORTS**

The City will provide the District monthly fire and EMS reports to responses in the District. The reports shall include response times and staffing to calls in the District. The District will use these reports for District Fire/EMS service plan upgrades to meet State and National standards.

The City will also provide monthly reports that include the vehicle, driver, and insurance information, when available, for incidents involving vehicles involved in accidents, fire, or hazardous chemical incidents.

The City will provide a monthly payroll report showing part-time and paid volunteer shifts' payroll.

City will also report quarterly to District the number of volunteer firefighters, certification level of each, and number of calls each member has responded to in the previous quarter.

SECTION 8. DISTRICT'S OFFICE

The District will designate the Larry C. Marlow Fire Annex building as the District's office as required by Section 775.036 (f) of the Texas Health and Safety Code. The District will also have use of a computer workstation in the Fire Annex, computer server hard drive space for District's accounting software and documents, and area for a District filing cabinet. The Fire Chief will determine access to the Fire Annex and use of a computer workstation by District Emergency Commissioners

The District may use the Fire Annex training room for District meetings, CERT training, or other events as agreed upon in advance by the Fire Chief.

SECTION 9. TERMINATION

This Agreement may be terminated at any time, by either party giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, City shall be compensated pro rata for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement.

SECTION 10. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between District and City and supersedes all prior negotiations, representations, and/or Agreements, either written or oral. Except as otherwise specifically provided, any change in the terms of this contract shall be made by an amendment in writing and signed by both District and City.

SECTION 11. GOVERNMENTAL IMMUNITY

The fact that District and City accept certain responsibilities relating to the rendition of fire protection services and emergency medical services (first responder) under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative

that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and it is hereby invoked to the extent possible under the law. Neither District nor City waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

**SECTION 12.
LEGAL AUTHORITY**

The City represents that it possesses the practical ability and legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services the City is obligated to perform hereunder.

The person signing this contract on behalf of the City warrants that he has been duly authorized by the City to execute this agreement on behalf of the City and to bind the City to all terms herein set forth.

The person signing this contract on behalf of the District warrants that he has been duly authorized by the District to execute this agreement on behalf of the District and to bind the District to all terms herein set forth.

**SECTION 13.
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.

**SECTION 14.
EXHIBITS**

The exhibits identified below are a part of this agreement:

1. Exhibit A (Dispatch Procedures).

Signed this _____ Day of September, 2011 _____

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2

By: _____

President

Its: _____

CITY OF OVILLA

By: _____
Mayor

Attest: _____
City Secretary

EXHIBIT A

AGREEMENT OF RESPONSE AREA, RESPONSE CRITERIA, AND DISPATCH PROCEDURES BETWEEN THE MIDLOTHIAN FIRE DEPARTMENT (MFD) AND THE OVILLA FIRE DEPARTMENT (OFD):

- A. All of the ESD has been divided into response areas known as Box Numbers. These Box Numbers stipulate which Station has the shortest run time to the area within the Box.**
- B. MFD response to ESD**
 - 1. MFD will respond an ambulance from the closest station to all EMS calls throughout the ESD.
 - 2. If no MFD ambulance is available, MFD will summon mutual aid ambulance service from the closest provider and provide first responder service if possible.
 - 3. If MFD is unable to respond first responder service, MFD will request first responder service from OFD.
 - 4. MFD will respond to all Structure Fire calls throughout the ESD.
 - 5. MFD will respond to all other calls in the ESD with the exception of those occurring in the 7200 series of Box Numbers.
 - 4. MFD will respond to any other call in the 7200 series of Box Numbers if OFD is unavailable, or anytime requested by OFD.
- C. OFD response to ESD**
 - 1. OFD will respond to all Structure Fire calls throughout the ESD.
 - 2. OFD will provide first response EMS to calls occurring in the 7200 series of Box Numbers and anywhere else summoned by MFD.
 - 3. OFD will respond to all calls occurring within the 7200 series of Box Numbers.
 - 4. OFD will respond to any other fire or EMS call in the ESD if MFD is unavailable, or anytime requested by MFD.

EXHIBIT A (Continued)

D. Simultaneous Response and Special Circumstances

1. On all calls where both departments are dispatched simultaneously, the first arriving department shall advise the other department whether to continue to the scene, stage at an intermediate location, or return to their station.
2. Special circumstances such as drought, severe weather, or equipment out-of-service may necessitate a response identical to Structure Fires on other types of incidents. The Chiefs of the MFD and the OFD will mutually determine the types of calls and the time period of this variance.

E. Response of Compressed Air Foam System (CAFS) Engine and Service Truck

The Fire Chiefs of the Midlothian Fire Department and the Ovilla Fire Department will direct the response of at least one (1) CAFS equipped Engine and one (1) Service Truck (when available) to Structure Fire calls in the District.

F. Dispatch Procedures

1. The Northern Ellis Emergency Dispatch (NEED) Center (Dispatch) has been provided with a map that outlines the response areas (Box Numbers) as defined in this agreement.
2. If Dispatch fails to tone-out either MFD or OFD as specified above, the department not dispatched will immediately request the Dispatcher to transmit the proper tone-out and will initiate the correct response to the call.

**INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION AND FIRST RESPONDER SERVICES**

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The Fire Chief of the City of Midlothian will be the 9-1-1 coordinator for the Ellis County Emergency Service District #2 response area.

SECTION 5 STATION STAFFING

Beginning November 1, 2011 the City will provide, in addition to the Ovilla Fire Department Fire Chief, Three (3) part-time firefighter/paramedics ten (10) hours a day, Monday through Friday. The City is willing to staff, at the Ovilla Fire Station, on 7 days a week on a 24-hour basis a Firefighter/Medically Certified person from November 1, 2011 through April 30, 2012. If this improves response time, the Fire Chief will approach the City's City Council to obtain additional funds to provide such additional person for another six months.

SECTION 6 COMPENSATION

The district agrees to pay City a total of \$110,000 during the agreement period for the provision of services and station staffing as outlined within this agreement. A \$70,000 payment will be made in April of 2012, and a \$40,000 payment will be made in July 2012.

SECTION 7 MONTHLY REPORTS

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City will also report to District any changes in certification of volunteer firefighters.

SECTION 8 DISTRICT'S OFFICE

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Chief will determine access to the Fire Annex and use of a computer workstation by District Emergency Commissioners

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1. Exhibit A (Dispatch Procedures).

Signed this _____ Day of _____, 2011.

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President

Its: _____

CITY OF OVILLA

By: _____
Mayor

Attest: _____
City Secretary

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 - 4. MFD will respond to any other call in the 7200 series of Box Numbers if OFD is unavailable, or anytime requested by OFD.
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 - 3. OFD will respond to all calls occurring within the 7200 series of Box Numbers.
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EXHIBIT A (Continued)

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AGENDA ITEM REPORT

Item(s): 2 (City Secretary use only)

Meeting Date : October 3, 2011

Department: Administrative

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Randy Whiteman

Attachments:

Employee Appraisals & Pay Authority Forms

Agenda Item / Topic:

ITEM 2. Discussion/Action – Council will receive City Administrator's Annual Reviews of Department Heads' and Consider Approval of Recommendations.

Discussion / Justification:

Though the employee reviews for Dept. Heads are conducted by the City Administrator, any changes in employment or salary must be approved by the Council.

Recommendation / Staff Comments:

City Administrator recommends approval.

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES THE PERFORMANCE REVIEWS AND PAY AUTHORITIES SUBMITTED BY THE CITY ADMINISTRATOR AS PRESENTED."