

**REGULAR COUNCIL MEETING
JANUARY 7, 2008
MINUTES**

1. Call to Order

The Town Council of the Town of Shady Shores convened in a regular meeting on January 7, 2008 at 7:00 p.m., Shady Shores Community Center, 101 South Shady Shores Road, Shady Shores, Texas. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Government Code. The following members were present: Mayor Olive Stephens, Mayor pro tem Nita Watkins, Councilmembers Polly Carter, Charles Grimes, Sherry Starr and Jerry Williams. A quorum was present.

2. Pledge Allegiance to the Flag

The Pledge of Allegiance to the United States Flag and the Texas Flag was recited by all present.

3. Discussion and take appropriate action regarding adopting a resolution authorizing dissolution of the Town of Shady Shores participation in the Lake Cities Volunteer Fire Department; Authorizing the Town Council to obtain available fire protection and emergency services and repealing interlocal agreement.

RESOLUTION NO. 685

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS, AUTHORIZING THE MAYOR TO COORDINATE DISSOLUTION PROCEEDINGS WITH REGARD TO SHADY SHORES VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE MAYOR TO OBTAIN AVAILABLE FIRE PROTECTION AND EMERGENCY SERVICES; TERMINATING THE INTERLOCAL AGREEMENT; ADOPTING A NEW INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Shady Shores has recognized its responsibility to provide for the health, safety and welfare of the citizens of the Town of Shady Shores through adequate and coordinated Fire Protection and Emergency Medical Services; and

WHEREAS, the Town of Shady Shores has, since 1997, participated in a non-profit corporation known as the "Lake Cities Volunteer Fire Department", with other nearby communities, in its continuing efforts to provide fire protection and emergency medical services to enhance the public safety of the citizens of the Town of Shady Shores; and

WHEREAS, the Town of Shady Shores most recently authorized continuing participation in the Lake Cities Volunteer Fire Department through passage of the Second Amended and Restated Interlocal Agreement Between the Cities of Corinth, Hickory Creek, Lake Dallas and the Town of Shady Shores for Mutual Support of the Lake Cities Volunteer Fire Department on December 15, 2004 ("the Agreement"); and

WHEREAS, The Participating Cities, as named in the Agreement including the Town of Shady Shores, recently decided to dissolve the Lake Cities Volunteer Fire Department, thereby ending the corporation; and

WHEREAS, the Town Council of the Town of Shady Shores desires to obtain fire protection and emergency medical services on its own accord and authorizes the Mayor to explore options to procure said services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS, THAT:

SECTION 1. The Mayor is hereby authorized to coordinate the necessary dissolution proceedings with regard to the Lake Cities Volunteer Fire Department.

SECTION 2. The Mayor is hereby authorized to seek available resources to provide fire protection and emergency medical services and to pursue options to procure said services.

SECTION 3. Upon the approval of all Participating Cities, the Second Amended and Restated Interlocal Agreement Between the Cities of Corinth, Hickory Creek, Lake Dallas, and the Town of Shady Shores for Mutual Support of the Lake Cities Volunteer Fire Department on December 15, 2004 shall be terminated effective January 17, 2008, and the Third Amended and Restated Interlocal Agreement is hereby approved and its terms shall become effective on January 18, 2008.

SECTION 4. This Resolution shall take effect immediately from and after its adoption and passage, and it is so resolved.

PASSED AND APPROVED this the 7th day of January, 2008.

APPROVED:

Mayor Olive Stephens
Town of Shady Shores, Texas

ACTION TAKEN: Jerry Williams made a motion to adopt Resolution 685 authorizing the dissolution of the Town of Shady Shores participation in the Lake Cities Volunteer Fire Department, authorizing the Town Council to obtain available fire protection and emergency services and repealing the interlocal agreement. Seconded by Sherry Starr.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

4. Discussion and take appropriate action regarding Interlocal agreement between the City of Corinth, Hickory Creek, Lake Dallas and the Town of Shady Shores for dissolution of the Lake Cities Volunteer Fire Department.

THIRD AMENDED AND RESTATED
***INTERLOCAL AGREEMENT BETWEEN THE
CITIES OF CORINTH, HICKORY CREEK, LAKE DALLAS, AND SHADY SHORES
FOR DISSOLUTION OF THE
LAKE CITIES VOLUNTEER FIRE DEPARTMENT.***

STATE OF TEXAS §
§
COUNTY OF DENTON §

This Agreement is made by and between the *City of Corinth, Texas, Town of Hickory Creek, Texas, City of Lake Dallas, Texas, and Town of Shady Shores, Texas*, County of Denton, State of Texas (each referred to herein as “Participating Governments”), and the *Lake Cities Volunteer Fire Department* (“Department”).

WHEREAS, the respective Participating Governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code. Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services such as fire protection and emergency medical services; and

WHEREAS, it is the desire of the aforesaid Participating Governments to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, the Participating Governments previously created the Lake Cities Volunteer Fire Department to help provide fire protection and emergency medical services to the individual cities, and, currently desire to dissolve the Lake Cities Volunteer Fire Department; and

WHEREAS, the Lake Cities Volunteer Fire Department (“Department”), is a non-profit corporation created under the laws of the State of Texas for the purpose of providing fire protection and emergency medical services to citizens and businesses located in and on behalf of the Participating Governments; and

WHEREAS, it is deemed in the best interest of all Participating Governments that said Department be dissolved and the individual cities shall make choices on how to provide the best possible fire protection and emergency medical services for citizens in their respective communities; and

WHEREAS, this Third Amended and Restated Agreement supercedes and replaces the Second Amended and Restated Agreement, the Amended and Restated Agreement, the Original Interlocal Agreement, and the First and Second Amendments to the Original Interlocal Agreement; and

WHEREAS, the parties desire to amend and restate the Second Amended and Restated Interlocal Agreement to clarify and/or amend the rights, duties and responsibilities of the Parties and to dissolve the Department.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

Section 1. Purpose

The purpose of this Agreement is to provide information on the manner in which the Participating Governments will dissolve the Department so that the Participating Governments may choose alternative means to provide the best possible fire protection and emergency medical services for citizens in their respective communities. Dissolution of the Department is found to be highly beneficial to the taxpayers of the Participating Governments through localized decisions and individual fire departments as opposed to a single department to serve the four communities.

Section 2. Effective Date of Agreement

This Agreement shall be effective on January 18, 2008 and only after all of the Participating Governments have signified their consent to the Agreement by signing same, and once effective, this Agreement shall govern the disbursement of operating funds on hand as January 17, 2008 and until the final dissolution of the Department is completed.

Section 3. Board of Directors

- a. The members of the Department Board of Directors of the dissolved corporation serving at the time of dissolution or the majority of them then living, however reduced in number, or their successors selected by them, shall continue to manage the affairs of the dissolved corporation for the limited purpose or purposes specified in TNPCA Art. 1396-7.12, and shall have the powers necessary to accomplish those purposes, including the power to prosecute, pay, compromise,

defend, and satisfy any action, claim, demand, or judgment by or against the dissolved corporation, and to administer, sell, and distribute in final liquidation any property or assets still remaining. In the exercise of those powers, the directors shall have the same duties to the dissolved corporation that they had immediately prior to the dissolution of the corporation and shall be liable to the dissolved corporation for actions taken by them after the dissolution to the same extent that they would have been liable had those actions been taken by them prior to the dissolution. Additional directors may be elected for purposes of the aforementioned section of the TNPCA in accordance with the procedures provided in the bylaws in effect before the dissolution.

Section 4. Liability

- a. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against any Participating Government that would not exist in the absence of this Agreement. Nothing in this Agreement shall waive any defense, privilege, or immunity of any of the parties to this Agreement or of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity, save and except the waiver of sovereign immunity contained in Section 6 hereafter.

Section 5. Effect of Dissolution on Department Property

- a. As consideration for this Agreement and the conveyance of all real and personal property of the Department, the Participating Governments of Corinth and Lake Dallas shall be grantees, respectively, of the Department's real property (or real property building improvements, as the case dictates) located within those cities' corporate limits, together with all real property improvements situated thereon, by refinancing the debts on said real property, if any, paying, or assuming all current outstanding indebtedness associated with such real property. As further consideration for this Agreement, all personal property shall be conveyed and transferred to Corinth, and Corinth shall refinance, pay, or assume any indebtedness thereon, including all operating payables for the 07-08 fiscal year. The Participating Governments acquiring such personal and real property shall indemnify and hold harmless the remaining Participating Governments and the Department of and from any and all liability associated with such indebtedness.
- b. The auditor's accounting of cash on hand (for fiscal year 06-07), if any, of the Department shall be applied and apportioned, pro rata according to a percentage derived from the amounts owing on each debt to the aggregate of the outstanding debts, to the debts associated with the real property and personal property indebtedness being refinanced, paid, or assumed by Lake Dallas and Corinth. After application of the cash in the preceding sentence, cash that remains after payment of operating payables arising from October 1, 2007-January 17, 2008, 2007), and after satisfying any action, claim, demand or judgment enumerated in Section 3.a. above, shall be apportioned among the Participating Governments consistent with the Annual Budget Percentage Contributions (set forth in Exhibit B to the Second Amended and Restated Interlocal Agreement between the Participating Governments and the Department dated December 15, 2005), and each Participating Government's share, for each entity that contracts to receive ongoing fire services from the City of Corinth, shall be applied toward Corinth's cost of services for the remainder of the 07-08 fiscal year. Any entity which does not elect to receive fire services shall receive such share in cash immediately after January 18, 2008. The parties agree to engage and compensate an escrow agent in Denton County to disburse the funds in accordance with Sections 5(a) and (b)

and more specifically in accordance with Exhibit A attached hereto. Any additional title insurance or special costs shall be incurred by the party requesting such costs.

- c. The City of Lake Dallas shall be grantee, in accordance with Section 5(a) of this Agreement, of certain real property located at 275 Main Street, Lake Dallas, Texas, 76205. A legal description of the property is attached as Exhibit B.
- d. The City of Corinth shall be grantee, in accordance with Section 5(a) of this Agreement, of certain real property located at 3101 South Garrison, 2800 W. Shady Shores Road, and a 1.093 acre tract of land in the A.H. Serren Survey, Abstract Number 1198, City of Corinth, Denton County, Texas. A legal description of each property is attached as Exhibits C, D and E.

Section 6. Effect on Legislative Powers and Duties

Participating Governments expressly waive any rights of sovereign immunity from suit or contractual liability based on the Texas Constitution or state law.

Section 7. Miscellaneous

If any provision of this Agreement is held to be illegal, invalid, void, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provision of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such illegal, invalid, void, or unenforceable provision had never been included in this Agreement. This Agreement shall be governed by and interpreted and construed under the laws of the State of Texas. Any suit brought by any party to enforce any provision of this Agreement shall be filed and maintained in Denton County, Texas. This Agreement shall control and supersede all prior agreements.

{Signatures on following pages.}

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

ACTION TAKEN: Jerry Williams made a motion to adopt Resolution 685 authorizing the dissolution of the Town of Shady Shores participation in the Lake Cities Volunteer Fire Department, authorizing the Town Council to obtain available fire protection and emergency services and repealing the interlocal agreement. Seconded by Sherry Starr.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

5. Discussion and take appropriate action to approve the plan of dissolution of the Lake Cities Volunteer Fire Department

PLAN OF DISSOLUTION

OF

LAKE CITIES VOLUNTEER FIRE DEPARTMENT

(Effective Date January 18, 2008)

This Plan of Dissolution (the "Plan") is intended to accomplish the complete liquidation of the Lake Cities Volunteer Fire Department, a Texas non-profit corporation (the "Corporation").

1. Adoption of Plan. This Plan shall become effective as of the first date and time that this Plan and a written consent providing for the voluntary dissolution of the Corporation pursuant to the Texas Non-Profit Corporation Act, as amended (the "TNPCA"), are adopted by the directors of the Corporation (the "Effective Date").

2. Notice to Claimants. As promptly as practicable after the Effective Date, the Corporation shall cause written notice of its intention to dissolve to be sent by registered or certified mail to each known claimant against the Corporation, if any.

3. Sale of Assets. As promptly as practicable after the Effective Date, the Corporation shall sell or otherwise liquidate all of its remaining assets by private or public sale, save and except the two (2) Corinth fire station tracts and affixed building improvements, the lot in Corinth, the Lake Dallas fire station and the fire equipment. The two (2) Corinth fire station tracts, the lot in Corinth, and all of the fire equipment shall be transferred to the City of Corinth. The Lake Dallas fire station building improvements shall be transferred to the City of Lake Dallas. The officers of the Corporation are expressly authorized to take into account the market conditions that may exist from time to time in determining when the sale or other liquidation of assets of the Corporation is practicable.

4. Payment of Obligations. As promptly as practicable after the Effective Date, the Corporation shall first pay or make adequate provision for the payment of all known debts, obligations or liabilities of the Corporation, save and except the debts (the "Remaining Debts") on the Corinth fire station tract and building improvements (2800 W. Shady Shores Road), the Lake Dallas fire station improvements (275 Main Street), and the fire equipment which debts shall be paid, pro rata according to a percentage derived from the amounts owing on each debt to the aggregate of the Remaining Debts, with any remaining cash. Upon such payment, the balances of the remaining debts shall be assumed or refinanced upon transfer under Paragraph 3.

5. Distribution of Cash. Any remaining 2006-07 cash of the Corporation, after dissolution, shall be applied and apportioned according to Paragraph 4. Any remaining 2007-08 cash of the corporation shall be apportioned among the Participating Governments consistent with the Annual Budget Percentage Contributions (set forth in Exhibit B to the Second Amended and Restated Interlocal Agreement between the Participating Governments and the Department dated December 15, 2005), and each Participating Government's share, for each entity that contracts to receive ongoing fire services from the City of Corinth, shall be applied toward Corinth's cost of services for the remainder of the 07-08 fiscal year. Any entity which does not elect to receive fire services shall receive such share in cash immediately after January 18, 2008.

6. Distribution of Assets. There being no conditions requiring return, transfer or conveyance upon dissolution other than as described in Paragraph 3 above; however save and except certain computer equipment subject to any grant agreement, as promptly as practicable after the payment of all known debts, obligations, or liabilities of the Corporation (or the provision for such payment is made), the remaining assets of the Corporation, if any, shall be distributed only for tax exempt purposes to the City of Corinth or the City of Lake Dallas one or more organizations which are exempt under Section 501(c)(3), Internal Revenue Code of 1986, or its successor statute, as designated by the Board of Directors of the Corporation, or otherwise in accordance with the TNPCA. The distribution of any computer equipment subject to any grant agreement shall be subject to the terms of the grant, including return and/or retention.

7. Dissolution. As promptly as practicable after the Effective Date, Articles of Dissolution of the Corporation and related required documents, if any, shall be filed with the Secretary of State of Texas in accordance with the TNPCA.

8. Termination of Business. From and after the Effective Date, the Corporation shall not engage in any business activity, except for operations and activities related to maintaining and preserving its assets pending the distribution of its assets to its shareholders, the termination and winding-up of its affairs in an orderly manner, and its withdrawal from the states or other jurisdictions, if any, in which it is qualified to transact business, all in accordance with this Plan and applicable law.

9. Power of Officers. The officers of the Corporation, or any of them, shall do all acts and things provided for in this Plan and any and all other acts and things that they, or any of them, may deem necessary or advisable to effectuate the liquidation and dissolution of the Corporation and to carry out fully this Plan in accordance with the laws of the State of Texas.

(Signatures on following pages }

Dated effective this the 18TH day of January 2008

LAKE CITIES VOLUNTEER FIRE DEPARTMENT

ACTION TAKEN: Nita Watkins made a motion to approve the Plan of dissolution of the Lake Cities Volunteer Fire Department. Seconded by Polly Carter.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

6. Discussion and take appropriate action to approve the Articles of Dissolution of the Lake Cities Volunteer Fire Department.

ARTICLES OF DISSOLUTION

OF

LAKE CITIES VOLUNTEER FIRE DEPARTMENT

Pursuant to the provisions of Article 6.06 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Dissolution for the purpose of dissolving:

I. The name of the corporation is **Lake Cities Volunteer Fire Department**
File number **00163051-01.**

II. The name and respective addresses of its officers are as follows:

Name	Office	Address	
Joe Harrison	President	2108 Vintage Cir	Corinth TX 76210-8852
Matt Lobbes	Vice-Chair	2209 Brazos Dr	Corinth TX 76210-6409
Kathe Strantz	Secretary	68 W Hidden Valley Rd	Denton TX 76208-7325

III. The names and respective addresses of its directors are as follows:

Name	Address	
Richard Baker	213 Deerpath Rd	Hickory Creek TX 75065-7509
Kathe Strantz	68 W Hidden Valley Rd	Denton TX 76208-7325
Earl Berner	212 Main St	Lake Dallas TX 75065-2720
Joe Harrison	2108 Vintage Cir	Corinth TX 76210-8852
Matt Lobbes	2209 Brazos Dr	Corinth TX 76210-6409

hereinafter referred to as “fire services”], utilizing paid on call and regular firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of the City of Corinth may determine, to **Shady Shores** within its corporate limits. **Shady Shores** may renew this Agreement for an additional five (5) year term upon providing at least six (6) months’ written notice to Corinth of its intent to renew. At least one (1) year prior to the renewal date, Corinth shall provide **Shady Shores** with cost projections to enable an estimation of future service rate increases.

- (2) **COMPENSATION: Shady Shores** as full payment for all services rendered agrees to pay the sum of (A) **\$8,505** for the period from January 18, 2008 to January 31, 2008 in advance and (B) **\$150,667** for the period between February 1, 2008 through September 30, 2008 based on a total annual fee for **fiscal year 07/08 of \$226,000.00**. For the fiscal year October 1, 2008 through September 30, 2009 the sum of **\$226,000.00** plus the increase in the Dallas-Fort Worth CPI (calculated by the U.S. Department of Labor – Bureau of Labor Statistics) for the previous calendar year plus one percent. For subsequent fiscal years until this contract expires, the annual sum to be paid by **Shady Shores** shall equal the prior fiscal year’s payment plus the increase in the CPI for the previous calendar year plus one percent. The sums owed for the initial eight (8) month term beginning February 1, 2008 and the four (4) subsequent fiscal years shall be paid in advance in equal monthly installments on or before the 1st of the month preceding the delivery of fire services. Should **Shady Shores** not make its monthly payment timely then **Shady Shores** will be in default under this contract and interest shall accrue in behalf of Corinth in accordance with the percent of interest authorized by the Texas Prompt Pay Act (Chapter 2251, TEX. GOV’T. CODE, as amended). Failure to pay a monthly installment within 15 days of written notice from Corinth of such default and the amount of payment required to remedy the default, shall result in termination of this agreement and fire services provided by this agreement will cease 15 days after service of a written notice of termination on the City Secretary of **Shady Shores**.
- (3) **PROVISION OF SERVICE:** Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Shady Shores**.
- (4) **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by Corinth or the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting and/or fire prevention activities and emergency operations.
- (5) **APPLICABLE FIRE CODE:** All fire services provided pursuant to this contract shall be in accordance with the International Fire Code, 2003 edition, together with such amendments and subsequent editions as may be adopted by **Shady Shores** from time to time and the Standard Operating Procedures of the Corinth Fire Department. **Shady Shores** agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief or his designee for violations and offenses occurring within the territorial limits of Shady Shores shall be filed and prosecuted in the Municipal Court for **Shady Shores**.
- (6) **LIABILITY OF PARTIES:** All expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the fire services to be performed by Corinth under this agreement shall be at Corinth’s expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except **Shady Shores** shall be responsible for any civil liability [including, but not limited to, attorney fees in defending Corinth] that does not arise from Corinth’s negligence and for which **Shady Shores** would have otherwise been responsible if **Shady Shores** were furnishing their own fire services in the absence of this agreement (e.g. Shady Shores issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Shady Shores Building Official). If all or part of any civil liability (judgment or settlement) of **Shady Shores** above is paid by a risk pool or insurance company with which the City of Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against **Shady Shores**. **This**

paragraph is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.

- (7) **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or **Shady Shores** which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.
- (8) **LEGISLATIVE POWERS RESERVED:** This Agreement, in compliance with the Interlocal Cooperation Act, provides that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- (9) **REMEDIES:** Either party to this agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this agreement. Should any party to this agreement be in default under this agreement, the other party shall provide thirty (30) days' notice to remedy the default, after which notice such party shall promptly cure the default. Should such party fail to cure the default within the thirty-day period following notice, the non-defaulting party may 1) terminate this Agreement if mediation fails, or 2) reduce its monthly payments in an amount commensurate with the cost of providing the service(s) that gave rise to the default if mediation fails. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another. The parties agree that should any dispute arise out of or relating to this Agreement, each party will name at least two (2) and no more than three (3) potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a single mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two (2) names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- (10) **AGREEMENT IS CONTINGENT ON ADDITIONAL CONTRACTING: Shady Shores** understands that Corinth plans to provide services contracted for under this Agreement through the purchase from the Volunteer Fire Dept. of the emergency vehicles, equipment and personal property owned by the Volunteer Fire Department and housed by the Volunteer Fire Dept. in Fire Station No. 1 (Lake Dallas), Fire Station No. 2 (Corinth) and the Volunteer Fire Dept.'s Administration Offices (Corinth). This Agreement is contingent on Corinth being able to successfully contract with the Volunteer Fire Dept. for the purchase of the facilities (other than Fire Station No. 1 presumed to be purchased by Lake Dallas), vehicles, equipment and personal property referenced above and the execution of a lease for the use of Fire Station No. 1 by the City of Corinth.
- (11) **Amendment/Termination:** This agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective city councils for Corinth and **Shady Shores**.
- (12) **Notices:** All notices required or permitted by this Agreement shall be made to the following

individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

Town of Shady Shores
% Mayor
P. O. Box 362
Shady Shores, TX 75065

- (13) **SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not effect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- (14) **VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- (15) **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and **Shady Shores** as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite authority to execute this Agreement on behalf of the appropriate party.

EXHIBIT "A" - FIRE SERVICES

1. "*Fire Services*" under and as used in the Agreement shall mean all of the following:

Fire protection, including fire fighting, fire suppression and fire rescue services;

Emergency medical services including ambulance and paramedic services;

Fire prevention services, including, but not limited to, furnishing a Fire Marshal to conduct building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator.

Emergency Management Coordinator services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided by the Lake Cities Volunteer Fire Department so long as the entity leasing Fire Station No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Shady Shores shall at any time result in a negative impact to the ISO rating for the Lake Cities and none of the Lake Cities (by reason of similar interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3.

Personnel, Equipment, Emergency Calls. Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. 2 fire trucks and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Corinth's fire department, including the addition of equipment, vehicles, or personnel, shall not affect service levels.

4. Mutual Aid. In the provision of Fire Protection Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby fire fighting, suppression and rescue service providers as Corinth may deem necessary and appropriate.

4. Reporting. Corinth shall furnish to Shady Shores on not less than a monthly basis reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. The fire chief shall on a quarterly basis conduct a presentation for a committee comprised of representatives from cities/towns receiving fire services from Corinth to present summaries of reports and activities.

ACTION TAKEN: Polly Carter made a motion to accept the interlocal agreement between the City of Corinth, Texas and Town of Shady Shores, Texas. Seconded by Sherry Starr.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

8. Discussion and take appropriate action regarding selling brick concrete pavers to residents and interested persons.

ACTION TAKEN: Polly Carter made a motion that we agree to sell concrete pavers to residents and interested persons for a price of \$50.00 per brick. Seconded by Charles Grimes.

**FOR: UNANIMOUS THE MOTION CARRIED 5-0
(SALE TO BEGIN IMMEDIATELY)**

9. Reports from Council and Committee Chairpersons

Mayor Olive Stephens-Budget, finance

Bids on removal of old building—need to check for asbestos

Cost of phones for new building—approximately \$3,500.00 Bills will go up per month

Approximately per \$17.00 per month

Moving cost approximately \$300.00 to \$500.00 per hour cost.

Furniture for the new building has been ordered.

Water line in old Shady Shores—Mayor needs to verify start date.

Water line to go from Shady Shores Road at Jones to 9th Street to June back to Sixth over to Jones. Fire Hydrant will be located about at 8th street.

Landscape plan for new building. Part of bid for new building. Mayor wants a different specific plan.

Wants to use landscaper Chris Fisher (Southern Services- P.O. Box 193-Lake Dallas, Texas 75065—(940) 321-3697) Wants to use drought resistant plants.

Audit under way

Mayor explained Town of Shady Shores accounts

Mayor Pro tem Nita Watkins-Financials, Roads Funding,

Have made sixth payment on the new building

Only one person who does not live on Berry Street has said thank you for the reconstruction of Berry Street.

Councilmember Sherry Starr-Furniture committee for new building

Furniture ordered for the new building.

Councilmember Polly Carter- Roads, Corps Committee

Will try to set up a road committee meeting for January 24, 2008

Talked to Jeff at LCMUA. LCMUA to have a meeting with the contractor about the new charges for the water line in Old Shady Shores on Thursday.

Corps Committee---Nothing new.

Councilmember Charles Grimes-Corps Committee, Police Department

26 calls –average response time of 4 minutes.

Councilmember Jerry Williams-Shoreline report

Shoreline published in December.

Rental of new building to residents and non-residents.

Security of new building

10. CITIZENS COMMENTS

There were no citizens comments.

11. Approval of Minutes:

(a) **DECEMBER 3, 2007 REGULAR MEETING**

ACTION TAKEN: Jerry Williams made a motion to approve the regular council meeting minutes of December 3, 2007. Seconded by Polly Carter.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

12. Adjourn

ACTION TAKEN: Jerry Williams made a motion to adjourn the meeting of January 7, 2008. Seconded by Nita Watkins.

For: UNANIMOUS THE MOTION CARRIED 5-0

As authorized by section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the city attorney on any agenda item listed herein.

_____ **Olive Stephens, Mayor**

ATTEST:

Town Secretary