

September 30, 2024

Via United States Mail and Electronic Mail:

chill@co.collin.tx.us

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

Via United States Mail and Electronic Mail:

ykim@co.collin.tx.us

Mr. Yoon Kim
Collin County Administrator
Administration Building
2300 Bloomdale Rd.
McKinney, TX 75071

Re: Notice of Termination of Agreement for the Provision of Firefighting and Fire Protection Services

Honorable Judge Hill and Mr. Kim:

I hope this letter finds you well. In accordance with Section 4.3 of the Agreement for the Provision of Firefighting and Fire Protection Services ("Agreement") between Collin County ("County") and the City of McKinney ("City") - misidentified in the Agreement as the McKinney Fire Department, this letter will serve as notice of the City's intent to terminate the Agreement effective October 1, 2025.

After careful consideration and discussion with the McKinney City Council, the City has determined that the Firefighting equipment, personnel and services paid for by the citizens of McKinney should be focused on providing those services only within the City's jurisdiction.

The Agreement with the County simply places an unfair burden on the citizens of McKinney to provide Firefighting Services and Emergency Medical Services to residents of the County situated outside of the City's corporate limits (in the City's County designated "Fire District"). The annual fee paid to the City pursuant to the Agreement is based on the square miles and population of the Fire District served.

## **CITY OF McKINNEY**

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The City is not compensated for the number of calls responded to, the resources required and expended for each such response, and the services provided in response to such calls in and about the Fire District. The annual payment under the Agreement also entirely fails to account for the frequent and ever-increasing calls for emergency medical services ("EMS") sought from and provided by the City to people residing and/or working in the Fire District. In addition, the annual payment under the Agreement fails to adequately compensate the City for the costs incurred for the specialized vehicles, apparatus, equipment, personal protective equipment, medical supplies, personnel, and services required to support the Fire District and those costs and expenses are unfairly shifted on to the citizens of McKinney. Therefore, the City of McKinney must terminate the Agreement.

Until October 1, 2025, the City will continue to provide fire protection services and emergency medical services outside the City limits in the City's currently designated Fire District, only, with this exception: Any property that opts out of McKinney's extraterritorial jurisdiction will not be served in any capacity by the City.

In addition, the City of McKinney will not take on, add to, or otherwise absorb any other city's or any other fire department's fire district as the initial fire and EMS response agency for that area or fire district. All requests for mutual aid, however, will continue to be evaluated by the on-shift McKinney Fire Department Battalion Chiefs and may be approved or denied depending on the needs of the City of McKinney and its citizens.

I want to express my gratitude for the relationship the City has had with the County and will continue to have with the County. If you have any questions or need further clarification regarding this termination, please feel free to contact me.

Sincerely,

Paul G. Grimes

City Manager

Paul Dow, Fire Chief Greg Conley, Director of Public Safety Mark Houser, City Attorney McKinney City Council

c: