

ARF-3179
REGULAR SESSION AGENDA

AGENDA ITEM 13B

Health & Human Services

Date: 03/08/2011

Mutual Aid Agreement

Submitted For: HHS / EMS

Submitted By: ✓ Nikki Mehrens, County Attorney

Department: County Attorney

Type of Item: Consent

Renewal Agreement/ Appointment: Yes

Reviewed by County Attorney's Office: Yes

Multiple Originals Y/N?: yes

Y/N?:

Information

SUMMARY OF ITEM

Take all appropriate action on renewal Mutual Aid Agreements for Emergency Medical Services between Fort Bend County and City of Wharton, City of El Campo, and Austin County, effective for a two-year period beginning October 1, 2010 and ending September 30, 2012.

SPECIAL HANDLING

Attachments

Link: [Mutual Aid.El Campo](#)

Link: [Mutual Aid.Austin County](#)

Link: [Mutual Aid.Wharton](#)

3/14/11 2 originals each returned to Nicole at County Attorney



Austin County
Emergency Medical Service

1 East Main Bellville, Texas 77418
(979) 865 – 5911

Daniel Kosler
EMS Director
Fort Bend County EMS
4336 Highway 36, South
Rosenberg, Texas 77471

10 January 2011

Dear Mr. Kosler,

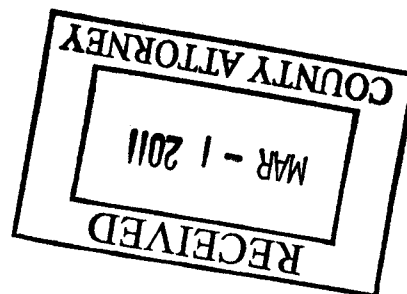
Enclosed you will find duplicate originals of a pending Mutual Aid Agreement for Emergency Medical Services between Fort Bend County and Austin County. These documents were approved this morning in Austin County Commissioners Court and have proper signatures and seals affixed.

Please submit these for approval through Fort Bend County Commissioners Court and then return one (1) signed copy to this office at the address above. I appreciate your efforts in securing this document and look forward to working with you closer in the future.

Do not hesitate to call upon Austin County EMS if we can be of any assistance to you or your citizens at any time in the future.

Yours in Public Service,

Ron Dille
ACEMS-Director



Cc: file

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BETWEEN FORT BEND COUNTY AND AUSTIN COUNTY**

The Interlocal Agreement, made and entered into between the **COUNTY OF FORT BEND**, acting by and through its duly authorized Commissioners Court, hereinafter referred to as "FORT BEND COUNTY", and the **COUNTY OF AUSTIN**, acting by and through its duly authorized Commissioners Court, hereinafter referred to as "AUSTIN COUNTY",
WITNESSETH:

WHEREAS, from time to time, situations arise demanding combined efforts of two or more emergency medical services to provide service in the area of FORT BEND COUNTY and AUSTIN COUNTY: and,

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act: and,

WHEREAS, the governing body of FORT BEND COUNTY and AUSTIN COUNTY desire to improve the provisions of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act; and,

WHEREAS, FORT BEND COUNTY and AUSTIN COUNTY, pursuant to the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Civil Statute, have determined that it would be in the best interest of FORT BEND COUNTY and AUSTIN COUNTY and the citizens thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical services of FORT BEND COUNTY and AUSTIN COUNTY; and,

WHEREAS, FORT BEND COUNTY and AUSTIN COUNTY desire to enter into a Mutual Aid Agreement of the provisions of emergency medical services;

NOW, THEREFORE, it is mutually agreed by and between FORT BEND COUNTY, acting herein by and through its duly authorized Commissioners Court, and AUSTIN COUNTY, acting herein by and through its duly authorized Commissioners Court, as follows:

**ARTICLE I
Scope of Services**

1.01 Services in General:

FORT BEND COUNTY and AUSTIN COUNTY agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall

be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this Agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in FORT BEND COUNTY and AUSTIN COUNTY in which it normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time.

1.02 Standard of Services:

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

**ARTICLE II
Remuneration**

2.01 Reimbursement for Services:

FORT BEND COUNTY and AUSTIN COUNTY shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for this service.

2.02 Reimbursement for Costs:

Each party to this Agreement shall be responsible for its own costs and expenses.

**ARTICLE III
Liability**

3.01 To the extent allowed by law, FORT BEND COUNTY agrees to indemnify and hold AUSTIN COUNTY harmless with respect to any claim, demand, or suit based upon any response by AUSTIN COUNTY EMERGENCY MEDICAL SERVICES arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that AUSTIN COUNTY EMERGENCY MEDICAL SERVICES is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, AUSTIN COUNTY will hold FORT BEND COUNTY harmless and indemnify FORT BEND COUNTY from costs incurred to the extent allowed by law.

3.02 To the extent allowed by law, AUSTIN COUNTY agrees to indemnify and hold FORT BEND COUNTY harmless with respect to any claim, demand, or suit based upon any response by FORT BEND COUNTY EMERGENCY MEDICAL SERVICES arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that FORT BEND COUNTY EMERGENCY MEDICAL SERVICES is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, FORT BEND COUNTY will hold AUSTIN COUNTY harmless and indemnify AUSTIN COUNTY from costs incurred to the extent allowed by law.

3.03 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situation.

3.04 It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, worker's compensation, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another parties Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV
Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective upon the date of the last signature.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement is for a two-year period, effective **October 1, 2010** and ending **September 30, 2012**.

5.02 It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

5.03 Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below.

To Fort Bend County: **Fort Bend County**
 Attention: County Judge
 301 Jackson, Suite 719
 Richmond, Texas 77469

To Austin County: **Austin County**
 Attention: County Judge
 1 East Main
 Bellville, Texas 77418

ARTICLE VI
Laws, Statutes and Ordinances

6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.


ARTICLE VII
ENTIRE AGREEMENT

7.01 This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

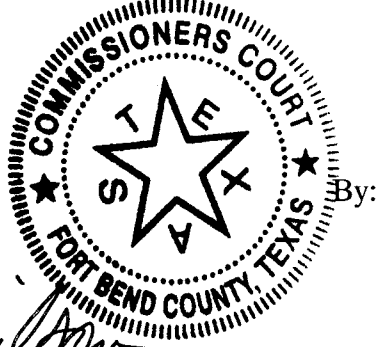
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 8 day of March, 2011, in duplicate originals by order of Commissioners Court of Fort Bend County.

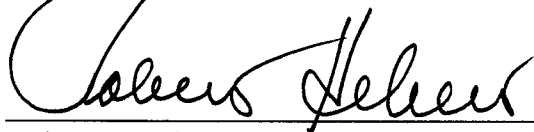
ATTEST:



Dianne Wilson, County Clerk



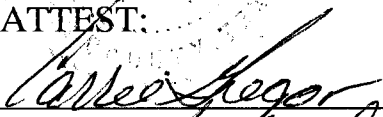
COUNTY OF FORT BEND

By: 


Robert E. Hebert, County Judge

SIGNED on this 10 day of January, 2011, in duplicate originals by the Commissioners Court of Austin County.

ATTEST:



Carrie Heger
County Clerk




Gretchen Dapack

I/MTR/2011 agreements/ems .MutualAid..austin co:1341- (01012011)

COUNTY OF AUSTIN

By:



Carolyn Bilski
County Judge

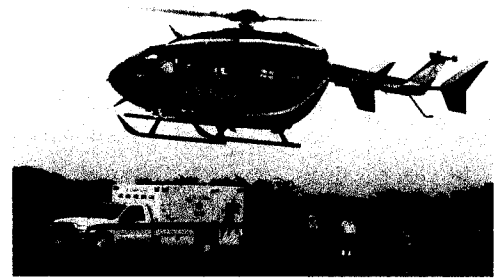
El Campo

Emergency Medical Service

220 Merchant St.

El Campo TX 77437

(979) 543-3335 Fax (979) 541-5062



January 26, 2011

Dear Mr. Kosler,

Enclosed are two copies of the Mutual Aid Agreement between Fort Bend County and the City of El Campo. Please have your County Judge sign both of the copies and return one of the originals to us.

Please feel free to contact me if you have any question or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. F. George Jr.'.

James F. George Jr.
EMS Chief

jfg/jr

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BETWEEN FORT BEND COUNTY AND THE CITY OF EL CAMPO**

The Interlocal Agreement, made and entered into between the **COUNTY OF FORT BEND**, acting by and through its duly authorized Commissioners Court, hereinafter referred to as "**FORT BEND COUNTY**", and the **CITY OF EL CAMPO**, organized and existing under virtue of the laws of the State of Texas, hereinafter referred to as "**CITY**", acting herein by and through its duly authorized governing body, **WITNESSETH:**

WHEREAS, from time to time, situations arise demanding combined efforts of two or more emergency medical services to provide service in the area of **FORT BEND COUNTY** and **CITY**; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act; and,

WHEREAS, the governing body of **FORT BEND COUNTY** and **CITY** desire to improve the provisions of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act; and,

WHEREAS, **FORT BEND COUNTY** and **CITY**, pursuant to the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Civil Statute, have determined that it would be in the best interest of **FORT BEND COUNTY** and **CITY** and the citizens thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical services of **FORT BEND COUNTY** and **CITY**; and,

WHEREAS, **FORT BEND COUNTY** and **CITY** desire to enter into a Mutual Aid Agreement of the provisions of emergency medical services;

NOW, THEREFORE, it is mutually agreed by and between **FORT BEND COUNTY**, acting herein by and through its duly authorized Commissioners Court, and **CITY**, acting herein by and through its duly authorized governing body, as follows:

ARTICLE I
Scope of Services

1.01 Services in General:

FORT BEND COUNTY and **CITY** agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the

respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this Agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in **FORT BEND COUNTY** and **CITY** in which it normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time.

1.02 Standard of Services:

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II
Remuneration

2.01 Reimbursement for Services:

FORT BEND COUNTY and **CITY** shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for this service.

2.02 Reimbursement for Costs:

Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III
Liability

3.01 To the extent allowed by law, **FORT BEND COUNTY** agrees to indemnify and hold **CITY** harmless with respect to any claim, demand, or suit based upon any response by **CITY EMERGENCY MEDICAL SERVICES** arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that **CITY EMERGENCY MEDICAL SERVICES** is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, **CITY** will hold **FORT BEND COUNTY** harmless and indemnify **FORT BEND COUNTY** from costs incurred to the extent allowed by law.

3.02 To the extent allowed by law, **CITY** agrees to indemnify and hold **FORT BEND COUNTY** harmless with respect to any claim, demand, or suit based upon any response by **FORT BEND COUNTY EMERGENCY MEDICAL SERVICES** arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that **FORT BEND COUNTY EMERGENCY MEDICAL SERVICES** is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, **FORT BEND COUNTY** will hold **CITY** harmless and indemnify **CITY** from costs incurred to the extent allowed by law.

3.03 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situations.

3.04 It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, worker's compensation, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another parties Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV
Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective upon the date of the last signature.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement is for a two-year period, effective **October 1, 2010** and ending **September 30, 2012**.

5.02 It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

5.03 Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below.

To Fort Bend County: **Fort Bend County**
 Attention: County Judge
 301 Jackson, Suite 719
 Richmond, Texas 77469

To City: **City of El Campo**
 Attention: Mayor
 315 E. Jackson
 El Campo, Texas 77437

ARTICLE VI
Laws, Statutes and Ordinances

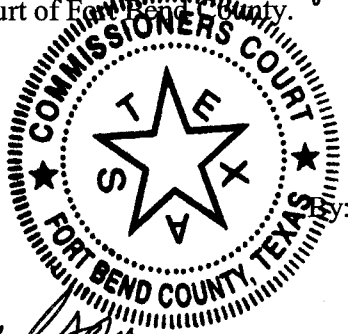
6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

ARTICLE VII
ENTIRE AGREEMENT

7.01 This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 25th day of January, 2011, in duplicate originals by order of Commissioners Court of Fort Bend County.



FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge
March 8, 2011

ATTEST:



Dianne Wilson, County Clerk



CITY OF EL CAMPO, TEXAS

By:

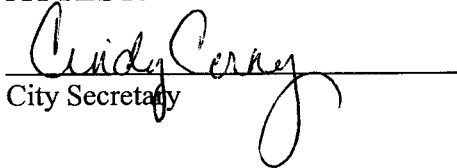


Mayor

Date:

1/25/2011

ATTEST:


City Secretary



City of Wharton

120 E. Caney Street • Wharton, Texas 77488
Phone (979) 532-2491 • Fax (979) 532-0181

COUNTY JUDGE
RECEIVED
FEB 02 2011

January 31, 2011

Honorable Judge Robert E. Hebert
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

RE: Mutual Aid Agreement for Emergency Medical Services Between Fort Bend County and the City of Wharton

Dear Judge Hebert:

Enclosed are two (2) original Mutual Aid Agreements for Emergency Medical Services between the City of Wharton and Fort Bend County that have been executed by the City of Wharton. Please complete the signature process and forward one (1) fully signed agreement to my attention at the City of Wharton, 120 East Caney Street, Wharton, Texas 77488.

If you have any questions, please feel free to contact me at City Hall (979) 532-2491.

Sincerely,

CITY OF WHARTON

By:

Andres Garza, Jr.
City Manager

AGJ:jj

Enclosures

cc: Paula Favors, City Secretary
John Kowalik, EMS Director



City of Wharton

120 E. Caney Street • Wharton, Texas 77488
Phone (979) 532-2491 • Fax (979) 532-0181

January 11, 2011

Honorable Judge Robert E. Hebert
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

RE: Mutual Aid Agreement for Emergency Medical Services between Fort Bend County and the City of Wharton

Dear Judge Hebert:

During the regular January 10, 2011 Wharton City Council meeting, the City Council approved Resolution No. 2011-01 approving a Mutual Aid Agreement for Emergency Medical Services between Fort Bend County and the City of Wharton. Enclosed is a copy of the resolution.

Also enclosed, you will find two (2) original mutual aide agreements. Please execute both originals and forward them to my attention at the City of Wharton, 120 East Caney Street, Wharton, Texas 77488. Once the signature process has been completed, I will forward a fully executed agreement to you.

Please feel free to contact me at City Hall (979) 532-2491, if you have any questions or need additional information,

Sincerely,

CITY OF WHARTON

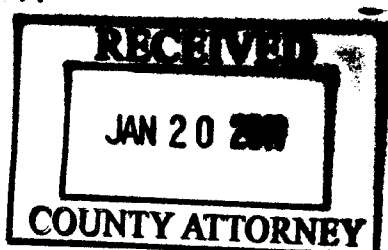
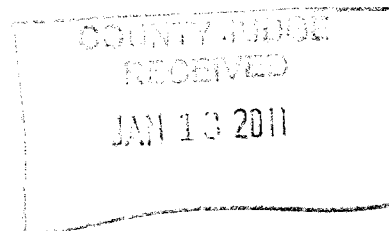
By:

Andres Garza, Jr.
City Manager

AGJ:jj

Enclosures

cc: John Kowalik, EMS Director



**CITY OF WHARTON
RESOLUTION NO. 2011-01**

A RESOLUTION APPROVING THE EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT BETWEEN THE CITY OF WHARTON AND FORT BEND COUNTY AND AUTHORIZING THE MAYOR OF THE CITY OF TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, the City of Wharton City Council wishes to approve the Emergency Medical Services Mutual Aid Agreement between the City of Wharton and Fort Bend County; and

WHEREAS, the City of Wharton and Fort Bend County wishes to be bound by the conditions as set forth in the agreement

WHEREAS, the Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents relating to said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. That the City Council of the City of Wharton hereby approves the Emergency Medical Services Mutual Aid Agreement between the City of Wharton and Fort Bend County.

Section II. That the City Council of the City of Wharton hereby authorizes the Mayor of the City of Wharton to execute all documents relating to said agreement.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 10th day of January 2011.

CITY OF WHARTON, TEXAS

By: _____

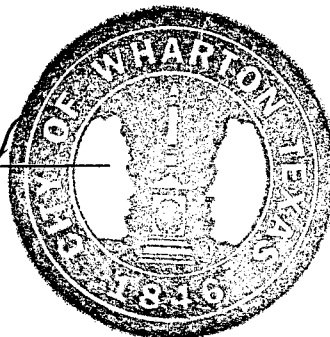
DOMINGO MONTALVO, JR.

Mayor

ATTEST:

PAULA FAVORS

City Secretary



STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BETWEEN FORT BEND COUNTY AND THE CITY OF WHARTON**

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WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act; and,

WHEREAS, the governing body of **FORT BEND COUNTY** and **CITY** desire to improve the provisions of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act; and,

WHEREAS, **FORT BEND COUNTY** and **CITY**, pursuant to the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Civil Statue, have determined that it would be in the best interest of **FORT BEND COUNTY** and **CITY** and the citizens thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical services of **FORT BEND COUNTY** and **CITY**; and,

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Remuneration

2.01 Reimbursement for Services:

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Liability

3.01 To the extent allowed by law, **FORT BEND COUNTY** agrees to indemnify and hold **CITY** harmless with respect to any claim, demand, or suit based upon any response by **CITY EMERGENCY MEDICAL SERVICES** arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that **CITY EMERGENCY MEDICAL SERVICES** is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, **CITY** will hold **FORT BEND COUNTY** harmless and indemnify **FORT BEND COUNTY** from costs incurred to the extent allowed by law.

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 Attention: County Judge
 301 Jackson, Suite 719
 Richmond, Texas 77469

To City: **Wharton City Hall**
 Attention: Mayor
 120 E. Caney St.
 Wharton, Texas 77488

ARTICLE VI
Laws, Statutes and Ordinances

6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

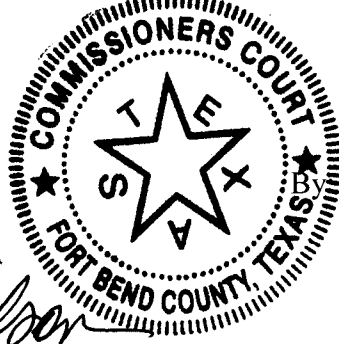
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modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 8 day of March, 2011, in duplicate originals by order of Commissioners Court of Fort Bend County.



ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

COUNTY OF FORT BEND

Robert E. Hebert
Robert E. Hebert, County Judge

CITY OF WHARTON

By: [Signature]
Mayor

Date: _____

ATTEST:

City Secretary