

ARF-3204

AGENDA ITEM

REGULAR SESSION AGENDA

18B

HHS-Emergency Medical Services

Date: 03/22/2011

EMS Mutual Aid Agreement - City of Pearland

Submitted For: HHS / EMSSubmitted By:

✓ Nikki Mehrens, County Attorney

Department: County AttorneyType of Item: ConsentRenewal Agreement/ YesAppointment:Reviewed by County YesAttorney's Office:Multiple Originals yesY/N?:

InformationSUMMARY OF ITEM

Take all appropriate action on renewal Mutual Aid Agreement between Fort Bend County and City of Pearland, effective October 1, 2010 through September 30, 2012.

SPECIAL HANDLING

AttachmentsLink: EMS Mutual Aid - Pearland

324-11 2 origs. ret. to Nicole at Co. Attorney

COUNTY JUDGE
RECEIVED
MAR 09 2011

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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 PEARLAND**, 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 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 party's 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 Pearland
Attention: City Manager
3519 Liberty Drive
Pearland, Texas 77581

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 28th day of February, 2011, in duplicate originals by order of Commissioners Court of Fort Bend County.

FORT BEND COUNTY, TEXAS

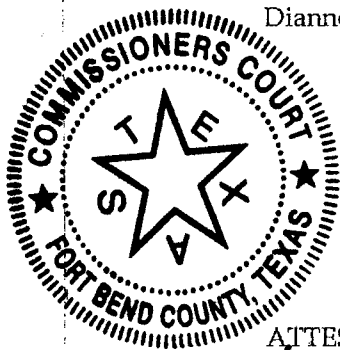
By: _____

Robert E. Hebert, County Judge

Approved 3-22-2011

ATTEST: _____

Dianne Wilson
Dianne Wilson, County Clerk



CITY OF PEARLAND, TEXAS

By: _____

Mayor Tom Reid

Date: February 28, 2011

ATTEST: _____

Young Lorfing
City Secretary

Young Lorfing, TRMC



COPY

RESOLUTION NO. R2011-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN MUTUAL AID AGREEMENT WITH FORT BEND COUNTY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain Mutual Aid Agreement by and between the City of Pearland and Fort Bend County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.


Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a Mutual Aid Agreement with Fort Bend County.

PASSED, APPROVED and ADOPTED this the 28th day of February, A.D., 2011.

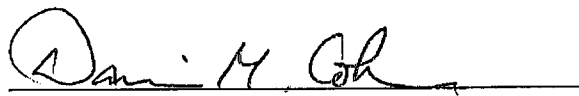


TOM REID
MAYOR

ATTEST:


YOUNG LORING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:


DARRIN M. COKER
CITY ATTORNEY