



City of Wharton

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

OCT 5 12 PM '12

AGENDA ITEM 22B2

September 25, 2012

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 September 24, 2012 Wharton City Council meeting, the City Council approved Resolution No. 2012-47 approving the Mutual Aid Agreement for Emergency Medical Services between Fort Bend County and the City of Wharton. Enclosed, you will find a copy of the resolution and two (2) original sets of the agreement.

Please execute both originals and return them to my attention at the City of Wharton, 120 East Caney Street, Wharton, Texas 77488. Once the signature process has been completed, a fully executed contract will be returned to you.

The City of Wharton looks forward to a continued positive relationship. 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
Paul Webb, City Attorney

OCT 17 2012

OCT 17 2012

**CITY OF WHARTON
RESOLUTION NO. 2012-47**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN FORT BEND COUNTY AND CITY OF WHARTON; 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 an Emergency Medical Services (EMS) 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 (EMS) 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 24th day of September 2012.

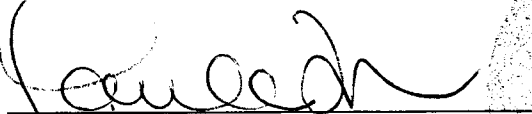
CITY OF WHARTON, TEXAS

By: 

DOMINGO MONTEALVO, JR.

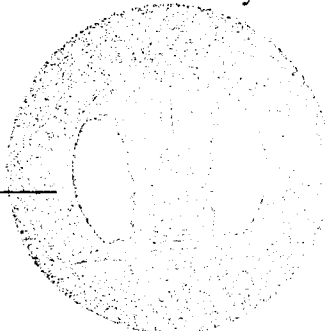
Mayor

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**

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 WHARTON**, 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 effective from the date signed by the last party hereto until September 30, 2014, **with automatic one-year renewals** unless terminated earlier by either party by giving at least thirty (30) days written notice to the other party.

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: **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.

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 23 day of October, 2012, in duplicate originals by order of Commissioners Court of Fort Bend County.

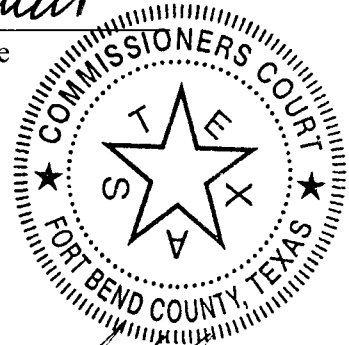
COUNTY OF FORT BEND

By:


Robert E. Hebert, County Judge

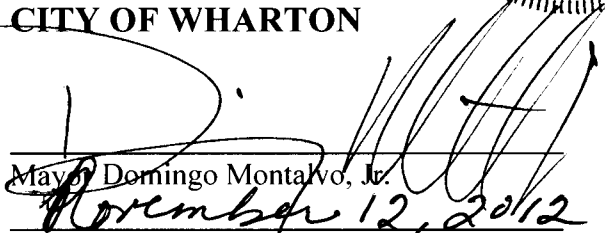
ATTEST:


Dianne Wilson, County Clerk



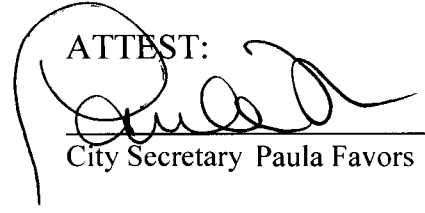
CITY OF WHARTON

By:


Mayor Domingo Montalvo, Jr.

Date: November 12, 2012

ATTEST:


City Secretary Paula Favors