



# CITY COUNCIL

## AGENDA REQUEST

**AGENDA OF:** 12-16-14

**AGENDA  
REQUEST NO:** IV-D

**INITIATED BY:** JUAN J. ADAME,  
FIRE CHIEF

**RESPONSIBLE  
DEPARTMENT:** FIRE DEPARTMENT

**PRESENTED BY:** JUAN J. ADAME,  
FIRE CHIEF

**DIRECTOR:** JUAN J. ADAME,  
FIRE CHIEF

**ADDITIONAL  
DIRECTOR (S):** N/A

**SUBJECT /  
PROCEEDING:** REQUEST COUNCIL APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUGAR  
LAND FIRE DEPARTMENT AND FORT BEND COUNTY EMS FOR AMBULANCE SERVICES

**EXHIBITS:** MUTUAL-AID AGREEMENT BETWEEN THE CITY OF SUGAR LAND FIRE DEPARTMENT AND FORT  
BEND COUNTY EMS

### CLEARANCES

### APPROVAL

**LEGAL:** MEREDITH RIEDE,  
ACTING CITY ATTORNEY

**ASSISTANT CITY  
MANAGER:** STEVE GRIFFITH

**PURCHASING:** N/A

**ASSISTANT CITY  
MANAGER:** N/A

**BUDGET:** N/A

**CITY  
MANAGER:** ALLEN BOGARD /FOR AB

### BUDGET

**EXPENDITURE REQUIRED: \$** N/A

**CURRENT BUDGET: \$** N/A

**ADDITIONAL FUNDING: \$** N/A

### RECOMMENDED ACTION

Request Council approval of an Interlocal Agreement between the City of Sugar Land Fire Department and Fort Bend County EMS for Ambulance Services.

## EXECUTIVE SUMMARY

In order to establish a framework of support for our new City of Sugar Land Fire Department EMS transport system, the Fire Department is seeking approval to enter into an Interlocal Agreement to provide and receive ambulance services with a neighboring agency, Fort Bend County EMS.

The Interlocal Agreement provides each agency (Sugar Land Fire Department and Fort Bend County EMS) with a support system in the event ambulance resources are maximized to capacity or depleted. This agreement establishes procedures for executing a request and expected standards of service. The Agreement also considers that in an effort to secure primary services for their citizens, the agreement states that "the party rendering aid may withhold resources to provide reasonable protection for the citizens within its jurisdiction or service area."

The terms state that the agreement is effective upon signatures until September 30, 2018 with automatic one year renewals. It also states that termination shall be upon the receipt of written notice.

## EXHIBITS

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

**INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN  
FORT BEND COUNTY AND THE CITY OF SUGAR LAND**

This 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 SUGAR LAND, 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, FORT BEND COUNTY and CITY, pursuant to the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act, 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;

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

### 1.1 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 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 the jurisdiction or service area in which it is normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time. Request for service shall be made through agency dispatch centers. Requests for service by the CITY shall only be made after primary resources, contiguous to the CITY, have been substantially depleted. Upon request for aid,

FORT BEND COUNTY response shall be limited to the CITY territorial limits unless authorized by the Director, Emergency Medical Service Administrator, or their designated representatives. Upon request for aid, CITY response shall be limited to contiguous territories of the CITY unless authorized by the Director, Emergency Medical Service Administrator, or their designated representatives.

**1.2 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**

**2.1 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 the responding agency's costs assigned for this service.

**2.2 Reimbursement for Costs:**

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

**ARTICLE III  
Liability**

**3.1** It is understood that each party's liability is limited by existing laws covering medical personnel in the performance of their duties in emergency situations.

**3.2** 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**

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**

5.1 It is expressly understood and agreed that this Agreement is effective from the date signed by the last party hereto until September 30, 2018, with automatic one-year renewals unless terminated earlier by either party by giving at least thirty (30) days written notice to the other party.

5.2 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.

5.3 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 401 Jackson  
Richmond, Texas 77469

To City: City of Sugar Land  
Attention: Mayor  
2700 Town Center Blvd. North  
Sugar Land, Texas 77479

**ARTICLE VI**  
**Laws, Statutes and Ordinances**

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**

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.

***Remainder left blank***

***Execution page follows***

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.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

2-24-2015

Date

CITY OF SUGARLAND

  
Mayor

2-16-2014

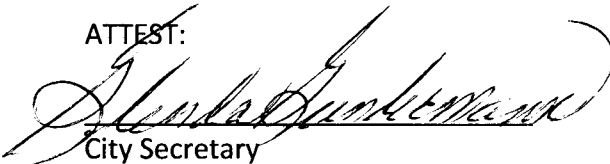
Date

ATTEST:



 Dianne Wilson, County Clerk  
Laura Richard

ATTEST:

  
City Secretary

