

RESOLUTION NO. 2020-138

A RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT
WITH THE CITY OF DICKINSON FOR EMERGENCY MEDICAL
SERVICE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS,
as follows:

Section 1. The City authorizes a mutual aid agreement with City of Dickinson for Emergency Medical Service; and an executed copy of this agreement shall be attached as Exhibit A.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.


Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 29th day of September, 2020.



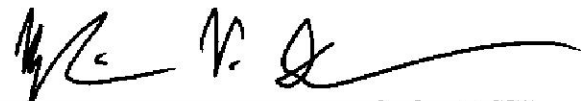
PAT HALLISEY
Mayor

ATTEST:



DIANA STAPP
City Secretary

APPROVED AS TO FORM:



NGHIEM V. DOAN
City Attorney

INTERLOCAL MUTUAL AID AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND THE CITY OF DICKINSON
FOR EMERGENCY MEDICAL SERVICE

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This Interlocal Agreement (the “Agreement”) is made and entered into by and between the City of League City (“COLC”), a Home Rule Municipality operating and located principally in Galveston County and the City of Dickinson (“COD”), located in Galveston County, together known as the “Parties.”

RECITALS

WHEREAS, the City of League City and the City of Dickinson desire to enter into an agreement to provide mutual aid in the rendering of prehospital emergency medical care to the sick and injured in the areas serviced by these agencies.

NOW THEREFORE, that in consideration of the mutual covenants, agreements and benefits to all parties, the Parties agree as follows:

TERMS

1. **Obligations of the Parties.** During the terms of this Agreement, the Parties agree to provide upon the request of one party (“requesting party”), to the other (“providing party”), such ambulances and personnel as may be requested and that are available at the time of the request, for rendering of prehospital medical care within the jurisdictional area of the requesting party.
2. **Communication of Request.** Requests for mutual aid pursuant to this Agreement shall be made as follows:
 - a. If the request is made from COD to the COLC, the request must be made to COLC’s EMS Chief or designee.
 - b. If the request is made from COLC to COD, the request must be made to the COD EMS Chief or designee.
 - c. The following information will be relayed from the requesting party to the providing party through the dispatch center:
 - i. Nature of the emergency

- ii. The number of personnel and ambulances required
 - iii. Location of the emergency
3. **Equipment:** The equipment that may be furnished by the parties to this contract shall be one (1) Ambulance and two (2) personnel (if available).
 4. **Boundaries:** Jurisdictional areas will follow the boundaries of the Parties. If the incident is outside the area of response of the requesting party, the providing party will notify its dispatch center who will notify the correct EMS agency. If there is doubt as to the location or responsibility, the providing party will respond and notify the dispatch center which agency will be called.
 5. **Availability due to Unforeseen Event:** If the providing party's ambulance becomes unavailable due to mechanical breakdown or unforeseen event, the providing party will advise its dispatch to contact the requesting party and advise them of the inability to grant the mutual aid request.
 6. **Communication:** Communications regarding requests for mutual aid shall be by handheld radio, mobile radio, Cellular phone or through the dispatch centers.
 7. **Maintaining the Scene:** If the requesting party has EMS personnel on scene of the emergency for which it has requested mutual aid, the requesting party shall maintain responsibility for scene management at all times.
 8. **Relinquishing Care:** Upon the providing party's arrival at the scene and deployment of its staff to commence care of the patient, the requesting party shall relinquish patient care to the providing party, except in the case where the patient requires emergency prehospital care that the providing party is not able to perform.
 9. **Compliance with Law:** The parties shall observe and comply with all applicable federal, state, and local laws in their provision of services and performance of all obligations under this Agreement.
 10. **Insurance:** Both parties to this agreement shall keep in full force and effect a general comprehensive liability and professional liability policy or policies issued by a casualty insurance company authorized to do business in the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to persons or property by the reason of the action of the emergency medical care units or of its agents, employees, or representatives. Each party shall maintain worker's compensation insurance for all employees it dispatches as a providing party to respond to a request for mutual aid under this Agreement.
 11. **Reimbursement:** A providing party shall submit invoices on a monthly basis to the requesting party, along with a spreadsheet showing, for the calls being invoiced for that monthly period, the date of call, dispatch time, run number, address of call location, call disposition, type of

call and unit number that responded to the call. The requesting party is responsible for compensating the providing party at the rates shown in the attached Exhibit A for each mutual aid request fulfilled, within thirty (30) days of the providing party submitting an invoice for the run. The providing party is entitled to seek reimbursement from the patient or the patient's insurance carrier, in the discretion of the providing party. A mutual aid request is considered fulfilled at the time the providing party's personnel arrives on the scene of the emergency. A party that requests mutual aid to respond to a disaster or other mass casualty event may petition the responding party to forgive some or all of the reimbursement herein required, which petition may be granted in full, in part, or denied in the sole and absolute discretion of the responding party's governing body.

- 12. Term and Expiration Date: The effective date of this Agreement shall be the date of execution by both parties and shall continue until terminated by either party.
- 13. Termination: Each party shall have the right to terminate said agreement upon (60) sixty days written notice to the other party.
- 14. No Third-Party Beneficiary: Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
- 15. No Agency Created: In performing this Agreement, the actions of each party's officials, representatives, agents, and employees shall not create any agency relationship between the parties nor be construed to constitute an action approved or ratified by the other party.
- 16. Immunity: It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of 10/1/2020, 2020.

THE CITY OF LEAGUE CITY

DocuSigned by:

John Baumgartner

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John Baumgartner, City Manager

Attest:

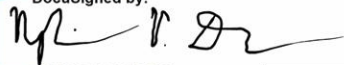
DocuSigned by:

Jeanne Hammack

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Diana Stapp, City Secretary by Deputy City Secretary

Approved as to Form:

DocuSigned by:

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Nghiem Doan, City Attorney

THE CITY OF DICKINSON



Chris Heard, City Administrator

Attest:



Alun W. Thomas, City Secretary

Exhibit A

Types of charges to the requesting party:

Non-transport:

Providing Party responds to the requesting party's EMS need and assesses a patient but does not ambulance transport.

Non-transport Flat Rate: \$150.00

Transport – Includes the provision of medically necessary services and ambulance transportation as defined by the State. An emergency response is one that, at the time you are called, you respond immediately.

Providing party provides pre-hospital care and transport to an emergency department:

Transport Flat Rate: \$ 1,000.00