

INTERLOCAL AGREEMENT
BETWEEN NUECES COUNTY AND PARTICIPATING ENTITY TO SUPPORT
NUECES COUNTY MEDICAL EMERGENCY OPERATIONS

This Interlocal Agreement is made by and between Nueces County (herein "County") and participating emergency medical provider located within Nueces County and as further set out in paragraph 12 (herein "Participating Party").

WHEREAS, Nueces County's unincorporated areas as well as the cities of Agua Dulce, Bishop, Driscoll, and Petronila within Nueces County, are exposed to many hazards including natural, technological, and security emergencies;

WHEREAS, Emergency Service Districts are political subdivisions of the State, and municipalities are governmental entities which provide emergency medical services;

WHEREAS, Nueces County depends on Emergency Service Districts and municipalities for medical services in an emergency event;

WHEREAS, the County adopted an Emergency Management Plan that describes its emergency response and assigns annexes of responsibility that address mitigation, preparedness, response and recovery actions for an emergency;

WHEREAS, the County wishes, to enlist the assistance of the Participating Party to support Nueces County in Emergency Operations for the general health, safety, and welfare of the community, property and assets of Nueces County subject to the terms and conditions hereinafter set out; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended authorizes contracts between local governmental agencies to perform governmental functions and services including public health and welfare.

NOW, THEREFORE, in consideration of the mutual covenants herein exchanged, the County and Participating Party, the parties hereto agree as follows:

1. Participating Party agrees to render support to Nueces County in Emergency Situations.
 - a. Participating Party shall be a member, in good standing, of Nueces County Fire Chiefs Association (NCFCA) in order to participate in this Agreement. Response boundaries established outside of the applicable Participating Party's service area will be agreed upon through the NCFCA.
 - b. In the event of the Nueces County Emergency Operations Center is activated pursuant to its Emergency Management Plan the County Judge or his designee will notify the President of the NCFCA. The President of NCFCA or his/her designee will be present or have representation in the County Emergency Operation Center to assist in the coordination of the emergency response for the duration of the

activation or until such time that the County Judge determines that representation is not be required.

- c. The President of NCFCA or his designee shall assist the County Judge and advise which assets should be made available and which Emergency Service District or municipality should respond to a particular situation.
 - d. The Participating Party shall provide emergency medical services as defined in the current Nueces County Emergency Management Plan or any amendment, including but not limited to:
 - i. Shelter & Mass Care, Annex C
 - ii. Evacuation, Annex E
 - iii. Health & Medical Services, Annex H
 - iv. Hazardous Materials & Oil Spill Response, Annex Q
 - v. Search & Rescue, Annex R
 - vi. Terrorist Incident Response, Annex V
 - e. The Participating Party through the NCFCA shall develop Standard Operating Procedures relevant to the execution of this agreement in accordance with the Nueces County Emergency Management Plan.
2. Exhibit A, which is attached to and incorporated by reference into this agreement, sets out services and commitments each party agrees to perform pursuant to this agreement. The Parties agree that any services provided shall be paid for with current revenues of the paying party. Participating Party will invoice County after performance of service as further detailed in Exhibit A. Billing for services will be limited to services rendered within the unincorporated areas of Nueces County. All payments shall be made in accordance with Texas Government Code Chapter 2251. As per Chapter 2251 of the Texas Government Code an exception to payment as set out under Subchapter B of Chapter 2251 is if the terms of a federal contract, grant, regulation, or statute prevent the governmental entity from making a timely payment with federal funds.
3. Term. This Agreement shall become effective upon last date signed and shall remain in effect until September 30, 2017 and shall then automatically renew annually for one (1) year terms. This Agreement shall continue in force and remain binding until such time as the governing body of a Party terminates its participation in this Agreement by providing ninety (90) days written notice to County.
4. CIVIL LIABILITY. County and Participating Party each agree to waive the allocation of civil liability set forth in Texas Government Code § 791.006(a), and substitute the following allocation:

County and Participating Party shall each be solely liable for all claims, demands, lawsuits, or other assertions of liability by any third party arising

from the alleged wrongful or negligent acts or omissions of their respective elected officials, officers, employees or other agents or representatives.

Neither the Participating Party nor the County waives any immunity from liability afforded under law.

5. Assignment. Participating Parties may not assign this Agreement to any party without the prior written consent of the County. Provided, however, that assignment to a successor governmental entity shall not require such consent.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements, representations and negotiations between the parties regarding the subject matter are hereby superseded. This Agreement shall not be altered or amended except by the agreement in writing executed by both parties hereto.
7. Survival. Termination of this Agreement shall not relieve either party of any obligation that by its nature should survive termination, including but not limited to all guarantees and promises of indemnity.
8. Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas. By entering into this Agreement neither Participating Party nor County may be deemed to have waived any applicable governmental immunity from liability or from suit, whether arising under state or federal law, and each party expressly reserves such immunity, and all immunities available to their respective elected officers, officials, board members, employees and volunteers.
9. Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for the enforcement of the provisions of this Agreement, is specifically set by Agreement of the parties in Nueces County, Texas.
10. Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of the Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
11. Scope of Services. The parties expressly agree that Participating Party's provision of services pursuant to this Agreement shall be limited to excess emergency medical services capacity of Participating Party available at the time of each call. This Agreement shall in no way obligate Participating Party to increase its level of staffing, facilities, equipment, or other infrastructure, or to perform any service for County that is not otherwise provided within Participating Party's geographic boundaries. The parties further expressly agree that Participating Party's primary responsibility is to provide emergency

medical services within Participating Party's geographic boundaries, and that requests for emergency services originated within such boundaries shall take priority. Provided, however, that Participating Party agrees resources dispatched to a call within the Unincorporated Areas of Nueces County will not be redirected to a call within Participating Party's geographic boundaries except pursuant to Participating Party's normal operating procedures applicable to redirection of resources within Participating Party's jurisdiction.

12. Notices. Unless otherwise stated herein, any notice, demand, or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to COUNTY:
Nueces County
Attn: County Judge
901 Leopard Street
Corpus Christi, Texas 78401

If to Participating Provider:
Nueces County Emergency Services District #1
Attn: Board President
5241 Co Rd 73
Robstown, TX 78380

13. Signatory Warranty. The undersigned signatory for Participating Party hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this Agreement on behalf of Participating Party

NUECES COUNTY

By: _____
Samuel L. Neal, County Judge

Date: _____

Attest: _____
Kara Sands, County Clerk

Date: _____

PARTICIPATING ENTITY: Nueces County Emergency Services District #1

Signature

Printed Name

Position

Date

This Agreement was presented to and approved by the Nueces County Hospital District solely for purposes of and pursuant to §774.003 of the Texas Health and Safety Code.

Jonny F. Hipp, ScD, FACHE | Administrator/Chief Executive Officer

Date: _____

Exhibit A

NUECES COUNTY EMERGENCY OPERATIONS EMERGENCY RESPONSE SUPPORT

1. The Participating Party will provide emergency medical services. "Emergency Medical Services" are defined as traveling to the location to: provide medical care and transport to a receiving hospital emergency room or respond to any other critical situation requiring assistance for the prevention of loss of life.
2. The County will compensate the Participating Parties as follows, except during Local Disaster Declaration, which is discussed infra:

Consideration for providing the Emergency Medical Services to the Unincorporated Areas of Nueces County, the County will pay Three Hundred Dollars (\$300.00) per call dispatched outside any municipal limits or otherwise noted as "outside city limits".

County at its discretion will also pay for documented refusals or standby runs as long as not determined to be excessive. Refusals and standbys are those calls dispatched and to which a Participating Party responds outside of the applicable Participating Party's service area but results in no transport to a receiving emergency room. County will review circumstances for refusal or standby prior to determining payment.

All charges include fuel cost. County will not be charged for:

- Damages to equipment as a result of hazardous environment created by the emergency event as a result of usage during the agreement period.

- Supplies used and unrelated expenses.

3. The Participating Party agrees to provide quarterly reports of all calls made by providing invoices showing the following: date of the call, location of the call, how the call was received, nature of the emergency and receiving hospital. Quarterly reporting is based on the County's fiscal year, which begins October 1st and is due to the County by the 15th day of the month following the end of the quarter (January 15, April 15, July 15 and October 15).
4. Invoices shall be submitted to Office of Emergency Management by the preferred method mutually agreed upon with the Participating Party.
5. The Parties agree that any services provided shall be paid for with current revenues of the paying party.
6. Participating Parties are allowed to bill individuals for treatment/transport provided pursuant to most recently approved County emergency service fee

schedule (inclusive of any approved by the County in the future as per section 774.003 of the Texas Health and Safety Code.

7. The County will advise Participating Party of known available training and exercises in the areas of emergency operations.

8. Local Disaster Declaration

Upon declaration of a local disaster by the County Judge, County will pay all reasonable costs not otherwise recovered after requesting from all other available payer sources for the provisions of Emergency Medical Services to which they respond outside of the applicable Participating Party's service area including mutual aid. Disaster operations will be coordinated by the Nueces County Emergency Operations Center.

Costs will be assessed for reasonableness based on the entity's pre-disaster published fee schedule and supporting documentation. If there is not a published fee schedule, the current FEMA equipment rate schedule shall be used. An estimate of costs is to be submitted to the County upon request. Final billing should occur at the time mutually agreed upon by the County but not to exceed 30 days following demobilization from the disaster.

The Parties agree that any services provided shall be paid for with current revenues of the paying party.