

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: October 27, 2015		DATE SUBMITTED: October 9, 2015	
DEPARTMENT OF ORIGIN: Fire Department		SUBMITTED BY: R. McGregor	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider authorizing an Interlocal Agreement with College Station and Brazos County to provide ambulance service to the citizens of Brazos County for FY15-FY17.			
SUMMARY STATEMENT: Bryan, College Station, and Brazos County are authorized under Chapter 774 of the Texas Health & Safety Code to contract with each other to provide Emergency Medical Ambulance services. The cities of Bryan and College Station Fire Departments currently provide Emergency Medical Ambulance Service to the citizens of Brazos County according to the "Automatic Mutual Aid Response Districts."			
<p>All requests for services under this proposed Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station. Per the Agreement, Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and will perform all activities related to this Agreement in accordance with the regulations promulgated by the Texas Department of State Health Services. Bryan and College Station will provide to the County, notwithstanding any HIPAA restrictions, an electronic copy of each run taken outside the corporation limits of each city, respectively, on a quarterly basis upon request. A "run" is defined as a single medical incident regardless of the number of EMS or other apparatus that respond(s).</p>			
<p>The proposed Agreement terms requires Brazos County to pay Bryan the following amounts:</p> <ul style="list-style-type: none"> • FY15 - Quarterly payments of \$45,443.50 for a total of \$181,774.00 for FY15. • FY16 - Quarterly payments of \$53,560.00 for a total of \$214,240.00 for FY16. • FY17 - Quarterly payments of \$66,707.00 for a total of \$268,828.00 for FY17. 			
<p>As a side note, the proposed agreement is being presented to the City Council after FY15; however, the County has informally agreed to the terms for the entire fiscal year. If approved, the proposed Agreement becomes finalized and the County will make a single payment to catch up for FY15.</p>			
STAFF ANALYSIS AND RECOMMENDATION: The proposed interlocal agreement allows the City of Bryan Fire Department to continue providing ambulance services to the citizens of Brazos County. City Council approval results in maintaining the current Interlocal agreement with College Station and Brazos County.			
<p>Approval also results in the City of Bryan providing service to Brazos County citizens, which could result in a delayed service to Bryan citizens. However, other medics, including College Station medics, can provide service to Bryan citizens. If not approved, the citizens of Brazos County would not be provided Emergency Ambulance</p>			

Service from Bryan EMS. Staff recommends approval of the Interlocal Agreement with College Station and Brazos County. The interlocal agreement between the three entities results in providing quality EMS services across the County.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the Interlocal Agreement with College Station and Brazos County.
2. Do not approve the Interlocal Agreement with College Station and Brazos County.

ATTACHMENTS: Proposed Interlocal Agreement with College Station and Brazos County

FUNDING SOURCE: N/A

APPROVALS: R. McGregor; Hugh R. Walker, 10/12/2015

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 10-13-2015

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 10-19-2015

Revised 05/2013

**INTERLOCAL AGREEMENT
EMERGENCY MEDICAL AMBULANCE SERVICE**

THIS INTERLOCAL AGREEMENT is hereby made and entered into by and among the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”), CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (“College Station”) and BRAZOS COUNTY, TEXAS (“County”), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments (the “Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of providing Emergency Medical Ambulance Services; and

WHEREAS, Bryan, College Station and County are authorized under Chapter 774 of the Texas Health & Safety Code to contract with each other to provide Emergency Medical Ambulance services; and

WHEREAS, Bryan and College Station have already been providing Emergency Medical Ambulance services to the County according to the geographic areas as defined as “Automatic Mutual Aid Response Districts” referenced in the Automatic Mutual Aid Agreement between Bryan and College Station;

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

SCOPE

1. Bryan and College Station shall provide Emergency Medical Ambulance Services to any person who requests it within their respective Automatic Mutual Aid Response District for which Bryan and College Station are assigned responsibility referenced in the Automatic Mutual Aid Agreement between Bryan and College Station. (See Exhibit “A,” a map of the Automatic Mutual Aid Response Districts indicating the corporation limits of each city as updated on or after 2005).
2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station.
3. Bryan and College Station reserve the right to refuse to answer any call pursuant to this Agreement if their respective Fire Chief or his or her designee reasonably determines that the health, safety, or welfare of their city would be endangered by dispatching personnel or equipment outside of its corporate limits.
4. Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and will perform all activities related to this Agreement in accordance with the regulations promulgated by the Texas Department of State Health Services. Bryan and College Station will provide to the County, notwithstanding any HIPAA restrictions, an electronic copy of each run taken outside the corporation limits of each city, respectively, on a quarterly basis upon request. A “run” is defined as a single medical incident regardless of the number of EMS or other apparatus that respond(s).

PAYMENTS

5. County shall pay Bryan and College Station the following amounts for such Emergency Medical Ambulance Services on a quarterly basis according to the following schedule:

FY 2015

For FY 2015, a collective total of Three Hundred Forty-Three Thousand Four Hundred Twenty Two and no/1.00 Dollars (\$343,422.00) annually:

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2014	October –December, 2014	\$ 45,443.50 (Bryan) \$ 40,412.00 (College Station)
January 2, 2015	January – March, 2015	\$ 45,443.50 (Bryan) \$ 40,412.00 (College Station)
April 1, 2015	April – June, 2015	\$ 45,443.50 (Bryan) \$ 40,412.00 (College Station)
July 1, 2015	July – September, 2015	\$45,443.50 (Bryan) \$40,412.00 (College Station)

FY 2016

For FY 2016, a collective total of Four Hundred Twenty-Eight Thousand Four Hundred Eighty and no/1.00 Dollars (\$428,480.00) annually:

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2015	October –December, 2015	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)
January 2, 2016	January – March, 2016	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)
April 1, 2016	April – June, 2016	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)
July 1, 2016	July – September, 2016	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)

FY 2017

For FY 2017, a collective total of Five Hundred Thirty-Three Thousand Six Hundred Fifty-Six and no/1.00 Dollars (\$533,656.00) annually:

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2016	October –December, 2016	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)
January 2, 2017	January – March, 2017	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)
April 1, 2017	April – June, 2017	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)
July 1, 2017	July – September, 2017	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)

- The County must make all payments to Bryan and College Station for these services from current revenues.

TERM AND TERMINATION

- This Agreement term shall be for Emergency Ambulance Services provided by Bryan and College Station for a term to begin retroactively on October 1, 2014, through midnight on September 30, 2017. This Agreement shall go into effect immediately upon proper approval of all parties, shall be applied retroactively starting on October 1, 2014 and shall terminate September 30, 2017. A party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated, the rights and obligations of the Parties hereunder shall terminate, except those rights and obligations that have accrued under this Agreement prior to the date of termination shall survive.

NOTICES

- All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. mail to the following parties:

Bryan: City of Bryan
P.O. Box 1000
Bryan, Texas. 77805
Attn: Randy McGregor, Fire Chief

College Station: City of College Station
P.O. Box 9960
300 Krenek Tap Road
College Station, Texas. 77842
Attn: Eric Hurt, Fire Chief

County: Brazos County
200 S. Texas Ave, Suite 332 Bryan, Texas 77803
Bryan, Texas 77803
Attn: County Judge Duane Peters

DEFENSE OF CLAIMS

9. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any party to this Agreement, or any of its officers, agents or employees as a result of its performance under this agreement. If any party to this contract is sued by a third party for any acts or omissions arising from the performance of this Agreement, the parties agree that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishings of those services except for personal injury, personnel and/or retirement benefits of the personnel of the responding city, and/or damage to or resulting from use of any equipment of the responding city.

MISCELLANEOUS

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. All parties to this Agreement agree that payment for the performance recited herein will be payable from current revenues available to such paying party.
12. This Agreement is the entire agreement among Bryan, College Station and the County relating to the provision of Emergency Medical Ambulance Services and supersedes any and all prior agreements, arrangements, or understandings, whether written or oral.
13. This Agreement is for the benefit of the parties to this Agreement, and does not confer any rights on any third parties.
14. No amendment to this Agreement shall be effective or binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
15. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
16. Failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of any party to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the part(ies) claimed to have

waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

17. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into this _____ day of _____, 2015, by and between Bryan, College Station and Brazos County.

City of Bryan

City of College Station

Brazos County

Jason P. Bienski, Mayor

Nancy Berry, Mayor

Duane Peters, County Judge

ATTEST:

ATTEST:

ATTEST:

Mary Lynne Stratta
City Secretary

Sherry Mashburn
City Secretary

Karen McQueen
County Clerk

APPROVED AS TO FORM:

Janis K. Hampton
City Attorney
City of Bryan, Texas

Carla Robinson
City Attorney
College Station, Texas

William Ballard
Assistant County Attorney
Brazos County, Texas

