

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTERLOCAL COOPERATION AGREEMENT FOR
EMERGENCY MEDICAL SERVICES COALITION**

This Agreement is made and entered into by and among County of Collin (“Collin County”), the City of Lavon, Texas (“Lavon”), the City of Parker, Texas (“Parker”), the Town of Saint Paul, Texas (“St. Paul”), and the City of Wylie, Texas (“Wylie”) each of said Cities being a municipal corporation organized and operating under the laws of the State of Texas (collectively referred to as the “Governmental Entities” or singularly as “Governmental Entity”) acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”) provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of the governmental entities under the terms of the Act; and

WHEREAS, the Governmental Entities desire to maximize the efficiency and effectiveness of emergency medical services by entering into an agreement to provide for regional emergency medical services; and

WHEREAS, the Governmental Entities intend to enter into this new Agreement to create the Coalition to provide for regional emergency medical services, rather than rely on a previous interlocal agreement which included other governmental entities; and

WHEREAS, the forming of a Coalition for the purposes of obtaining emergency medical services for all of the Governmental Entities will result in more efficient provision of services to each Governmental Entity.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURPOSE**

1.1 The purpose of this Agreement is to create the Southeast Collin County EMS Coalition (“Coalition”) by and among the Governmental Entities for the purpose of contracting and/or providing for regional emergency medical services to the Governmental Entities.

ARTICLE II EMERGENCY MEDICAL SERVICES

2.1 The Governmental Entities shall each designate a representative for the Coalition. The Coalition shall negotiate the terms of a contract for the provision of emergency medical services to all Governmental Entities in a manner consistent with this Agreement. The Coalition may also propose a contract for mutual aid amongst Governmental Entities, and compensation for services performed.

2.2 Any contract negotiated by the Coalition must be adopted and executed by the governing body of each Governmental Entity prior to becoming effective against any Governmental Entity.

2.3 All members agree to pay their part of the costs associated with running the back-up ambulances. The apportionment is derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity. The cost is to be paid to Wylie in quarterly installments. The costs allocated to each member are listed on Exhibit "B" attached hereto and incorporated as if fully set forth herein. Costs associated with Exhibit "B" may change annually as derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity or as mutually agreed upon by Governmental Entities. (Exhibit "A" among Governmental Entities is used to describe the document showing Subsidy payments to E.T.M.C.)

2.4 At all times while equipment and personnel of the Governmental Entities are traveling to, from, or within the territorial limits of any of the other Governmental Entities in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and course of duty of the Governmental Entity which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of such Governmental Entity.

2.5 In the event that any individual employee or representative of any of the Governmental Entities performing duties subject to the Agreement shall be cited as a defendant party to any state or federal civil lawsuit, or if a claim or demand for damages or liability is asserted against such individual arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the Governmental Entity where regularly employed. The benefits described in this paragraph shall be supplied by the Governmental Entities where the individual is regularly employed. However, in situations where any of the other Governmental Entities may be liable, in whole or in part, for the payment of damages, then such other Governmental Entities may intervene in such causes of action to protect its interest.

ARTICLE III FINANCIAL OBLIGATIONS

3.1 The Governmental Entities represent and covenant that their respective financial obligations and liability arising herein, or as part of the Coalition, shall constitute operating expenses of the Governmental Entities payable from funds annually budgeted and appropriated therefore.

3.2 Each Governmental Entity shall be responsible for a share of any financial obligation created by the Coalition and approved by all Governmental Entities, in a percentage equal to that Governmental Entity's population divided the total population of all Governmental Entities, as established by the 2000 U.S. Census.

ARTICLE IV TERM

4.1 The term of this Agreement shall be for one (1) year commencing on the last date all of the Governmental Entities have executed the Agreement (the "Effective Date"), and shall automatically renew for successive one (1) year terms on the anniversary date of the Effective Date thereafter, unless terminated by written agreement of all Governmental Entities.

4.2 Any one Governmental Entity may terminate its rights and obligations under this Agreement by giving one hundred eighty (180) days prior written notice to the other Governmental Entities. Any financial obligation or liability of a Governmental Entity arising from this Agreement, or any contract executed in connection with this Agreement shall survive termination of this Agreement.

ARTICLE V LIABILITY AND IMMUNITY

5.1 The parties hereto agree to exercise their best efforts in the performance of the obligations of each party hereunder. Each party to this Agreement waives all claims against the other party for any loss, damage, personal injury, or death occurring as a consequence of the performance of or failure to perform this Agreement. Nothing contained in the Agreement shall in any way be construed so as to confer any vested right or benefit to any third party not a party to this contract. Each party shall be solely responsible for any civil liability arising from furnishing or obtaining the services contemplated herein as fully as and to the same extent as that party would have been responsible in the absence of this Agreement, in accordance with Section 791.006(a), Texas Government Code, as amended.

5.2 In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall, to the extent allowed by law, indemnify and hold harmless other Governmental Entities (innocent of any intentional tort or gross

negligence) of and from all liability, claims, suits, demands, losses, damages and attorneys' fees resulting from the intentional tort and/or gross negligence.

5.3 It is expressly understood and agreed that, in the execution of this Agreement, none of the Governmental Entities waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Governmental Entities do not create any obligations express or implied, other than those set forth herein, and this Agreement, shall not create any rights in any parties not a signatory hereto. The remedies of any of the Governmental Entities hereto with respect to a claim against any of the other Governmental Entities hereto shall not be impaired by this Agreement when the claim does not arise from the services provided pursuant to this Agreement.

ARTICLE VI INSURANCE

6.1 Each Governmental Entity shall maintain in full force and effect during the term of the Agreement, insurance for comprehensive bodily injury, death and property damage insuring and naming each Governmental Entity as an additional insured against all claims, demands, or actions relating to the Services with a minimum combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence for injury to persons (including death) and for property damage or destruction.

ARTICLE VII DEFAULT

7.1 In the event any of the Governmental Entities shall fail to perform any financial obligation hereunder, any one or more of non-defaulting Government Entities shall give written notice of such failure, and if the defaulting Government Entity has not cured such failure within ten (10) days after receipt of such written notice, any one or more of the non-defaulting Governmental Entities shall have the right to cure such failure and recover from the defaulting Governmental Entity the amount of money paid if any, by the non-defaulting Governmental Entity to cure such failure, with interest at the highest rate allowed by law.

7.2 In the event that the Coalition enters into an agreement on behalf of the Governmental Entities that exceeds a term of one year, a defaulting Governmental Entity's responsibility to cure shall remain until full expiration of the Agreement entered into by the Coalition and in such case, the non-defaulting Governmental Entities shall have the right to recover from the defaulting Governmental Entity all amounts necessary to cure the default.

ARTICLE VIII MISCELLANEOUS

8.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Collin County, Texas.

8.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

Lavon: City of Lavon
Attn: Mayor
P.O. Box 340
Lavon, Texas 75166

Parker: City of Parker
Attn: City Administrator
5700 East Parker Road
Parker, Texas 75002

St. Paul: Town of Saint Paul
Attn: Mayor
2505 Butscher's Block
Saint Paul, Texas 75098

Wylie: City of Wylie
Attn: Mindy Manson, City Manager
2000 Highway 78
Wylie, Texas 75098

Collin County: Collin County
Attn: Jason Browning, Fire Marshal
4690 Community Blvd., #200
McKinney, TX 75071

Any party may, at anytime, by written notice to the other Governmental Entities, designate different or additional persons or different addresses for the giving of notices hereunder.

8.3 **Entire Agreement.** This Agreement is the entire agreement. There is no other collateral or oral agreement among the parties that in any way relates to the subject matter of this Agreement.

8.4 **Amendment.** This Agreement may be amended by the written agreement of all parties hereto.

8.5 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.6 **Assignment.** This Agreement may not be assigned by any Governmental Entity without the express written consent of all Governmental Entities.

8.7 **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

EXECUTED in multiple originals this 6th day of January, 2015.

CITY OF LAVON, TEXAS

By: 

Print Name: Charles A. Teske, Jr.
Title: Mayor

ATTEST:

By: Chris Wess
Print Name: Chris Wess
Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF PARKER, TEXAS

By: _____
Print Name: _____
Title: Mayor

ATTEST:

By: _____
Print Name: _____
Title: City Secretary

8.6 **Assignment.** This Agreement may not be assigned by any Governmental Entity without the express written consent of all Governmental Entities.

8.7 **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF LAVON, TEXAS

By: _____
Print Name: _____
Title: Mayor

ATTEST:

By: _____
Print Name: _____
Title: City Secretary

EXECUTED in multiple originals this 16th day of December, 2014.

CITY OF PARKER, TEXAS

By: _____
Print Name: Z Marshall
Title: Mayor



ATTEST:

By: Carrie L. Smith
Print Name: Carrie L. Smith
Title: City Secretary

RESOLUTION NO. 2014-464
(Contractual Agreement for Emergency Services
with the Collin County EMS Coalition)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF A CONTRACT ENTITLED
"INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY
MEDICAL SERVICES COALITION"

WHEREAS, the City of Parker desires to contract for the provision of paramedic ambulance service by the Southeast Collin County EMS Coalition ("Coalition")

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

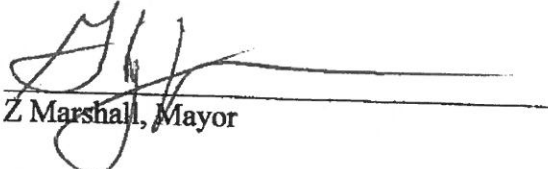
SECTION 1. The Parker City Council does authorize the Mayor to execute the agreement entitled "INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES COALITION". A copy of the Agreement is attached to this Resolution as Exhibit A.

SECTION 2. This resolution shall be effective upon its passage.


APPROVED AND ADOPTED this 2nd day of December, 2014.



APPROVED:
CITY OF PARKER


Z Marshall, Mayor

ATTEST:


Carrie L. Smith, City Secretary

APPROVED AS TO FORM:


James E. Shepherd, City Attorney

EXECUTED in multiple originals this 10 day of DECEMBER, 2014.



^{TOWN}
CITY OF SAINT PAUL, TEXAS

By: Opie Walter
Print Name: Opie Walter
Title: Mayor

ATTEST:

By: Robert A. London
Print Name: ROBERT A. LONDON
Title: ^{TOWN} City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF WYLIE, TEXAS

By: _____
Mindy Manson, City Manager

ATTEST:

By: _____
Carole Ehrlich, City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF SAINT PAUL, TEXAS

By: _____
Print Name: _____
Title: Mayor

ATTEST:

By: _____
Print Name: _____
Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF WYLIE, TEXAS

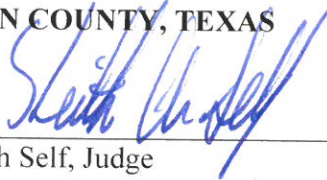
By: Mindy Manson
Mindy Manson, City Manager

ATTEST:

By: _____
Carole Ehrlich, City Secretary

EXECUTED in multiple originals this 27th day of January, 2015.

COLLIN COUNTY, TEXAS

By: 
Keith Self, Judge

ATTEST:

By: 

Southeast Collin County EMS Coalition Exhibit B 2014-2015



Member	2012	2013	2013-2014	2013-2014	2014-2015	2014-2015
No. of Back-up Ambulance Calls	No. of Back-up Ambulance Calls	Ambulance Back-up Fees Payable to Wylie	Quarterly Back-up Ambulance Fees	Ambulance Back-up Fees (Annual) Payable to Wylie	Quarterly Back-up Ambulance Fees	
Collin County	65	21	\$57,994.30	\$14,498.58	\$18,653.04	\$4,663.26
Wylie	453	285	\$404,175.66	\$101,043.92	\$253,148.40	\$63,287.10
Parker	22	12	\$19,628.84	\$4,907.21	\$10,658.88	\$2,664.72
Lavon	18	13	\$16,059.96	\$4,014.99	\$11,547.12	\$2,886.78
St. Paul	10	2	\$8,922.20	\$2,230.55	\$1,776.48	\$444.12
Totals	568	333	\$506,781	\$126,695	\$295,783.92	\$73,945.98
			(\$892.22 per response)			(\$888.24 per response)