

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CLEBURNE AND JOHNSON COUNTY
FOR MEDICAL TREATMENT/TRANSPORT OF DETAINEES**

STATE OF TEXAS

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COUNTY OF JOHNSON

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§

This Interlocal Agreement (Agreement) is made and entered into this 11th day of ~~August~~^{September}, 2017, by and between THE COUNTY of JOHNSON acting by and through its governing body, the Commissioners Court, (County), and the CITY of CLEBURNE, a Texas home rule municipality, acting by and through its governing body, the Cleburne City Council (City).

I. RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes municipalities and other local governments, including counties, to enter into interlocal agreements for the providing of governmental functions and services; and

WHEREAS, Johnson County is responsible for the provision of medical care of persons in the of custody of its law enforcement personnel; and

WHEREAS, Johnson County desires to enter into an interlocal agreement with the City to provide non-exclusive ambulance services for persons in the custody of Johnson County Law Enforcement; and

WHEREAS, since January 2016, the City of Cleburne Fire Department has provided medical transports for persons in the custody of Johnson County Law Enforcement; and

WHEREAS, the City desires to accept the Medicare allowable charges as payment in full for any transport of persons in the custody of Johnson County Law Enforcement; and

WHEREAS, the City desires to retroactively accept payment of the Medicare allowable charges as payment in full for any transport services provided since January 1, 2016.

NOW THEREFORE, the County and the City, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

II. TERM

The term of this Agreement shall be for the period beginning of August 1, 2017, and ending on July 31, 2018. This Agreement shall be renewed annually unless terminated as provided in this Agreement.

II. DEFINITIONS

In this Agreement, the following words and phrases shall mean as follows:

“Emergency” means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact exists, is solely up to the discretion of the City.

“Non-emergency medical transport” means transport of persons by ambulance in a situation which is not an emergency.

III. SERVICES

The services rendered under this Agreement by the City are the non-exclusive emergency and non-emergency medical transport of persons in the custody of Johnson County Law Enforcement.

The County shall designate the County Judge to act on behalf of the County and to serve as “Liaison Officer” between the County and the City. The County Judge, or their designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the County under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the County engaged in the performance of this Agreement.

IV. PERFORMANCE OF SERVICES

The City shall devote sufficient time and attention to insure the performance of all duties and obligations of the City under this Agreement and shall provide immediate and direct supervision of the City’s employees engaged in the performance of this Agreement for the mutual benefit of the City and the County.

V. COMPENSATION

County agrees to pay to the City the allowable Medicare charges for each medical transport. The parties understand and agree these allowable charges may be changed in the future and hereby agree to be bound by those future changes.

Further, for this agreement to become effective, the County shall also retroactively pay the City the allowable Medicare charges for the medical transports provided by the City to the County for persons in the custody of Johnson County Law Enforcement from January 1, 2016 through June 30, 2017 (retroactive payment) in the amount of \$30,631.01. If the retroactive payment is not received by the City within thirty (30) days of the date this Agreement is fully executed by both parties, this Agreement shall automatically terminate.

Nothing in the performance of this Agreement shall impose any liability for claims against either County or City, other than claims for which the Texas Tort Claims Act may waive immunity. Nothing contained herein shall be deemed to waive any immunity or defense or constitute a waiver of governmental immunity by County or City.

XII. GENERAL PROVISIONS

A. *No Third Party Beneficiaries.* It is understood by the Parties that this Agreement is entered into for the mutual convenience and purposes of City and County and it is the Parties' intent that no other person shall be construed as a beneficiary of this Agreement. Further, the Parties do not intend for any third party to obtain any right by virtue of this Agreement.

B. *No Creation of Rights.* By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those stated in the Agreement. Further, this Agreement shall not create any rights in any party not a signatory to the Agreement.

C. *Force Majeure.* If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.

D. *Severability.* In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision, a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

E. *Amendment.* This Agreement may only be amended, altered or revoked by written instrument signed by the parties to such amendment.

F. *Notice.* Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified, or (iii) sending by electronic means, with a copy thereof sent by registered mail on the same day. If notice is deposited in the mail pursuant to (ii) or (iii) of this section, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

CITY OF CLEBURNE:

Attn: Steve Polasek, City Manager
10 North Robinson
Cleburne, Texas 76033-0677

With copy to:

Fredrick "Fritz" Quast, City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

JOHNSON COUNTY:

Attn: Roger Harmon, County Judge
Johnson County Courthouse
2 N. Main Street
Cleburne, Texas 76033

With copy to:

Bill Moore, County Attorney
Guinn Justice Center
204 S. Buffalo Ave
Cleburne, Texas 76033

G. *Entire Agreement.* This Agreement, including any exhibits attached and made a part hereof, is the entire Agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.

I. *Applicable Laws.* This Agreement is governed by Texas law. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas.

EXECUTED this 11th day of September, 2017.

For the **CITY OF CLEBURNE:**

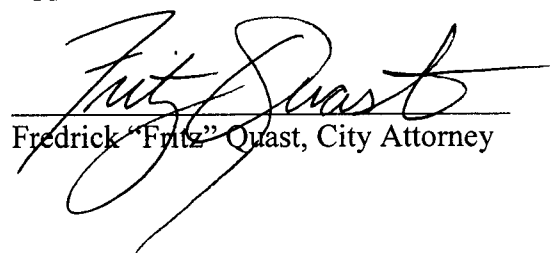
By:


Steve Polasek, City Manager

ATTEST:



Shelly Doty, City Secretary

Approved as to Form and Legality:


Fredrick "Fritz" Quast, City Attorney

For **JOHNSON COUNTY:**

By:


Roger Harmon, County Judge, Johnson County

ATTEST:

