



**COUNTY of GALVESTON**  
COUNTY COURTHOUSE

722 MOODY AVENUE 2<sup>nd</sup> FLOOR GALVESTON, TEXAS 77550  
Phone: 409-770-5562 Fax: 409-770-5560

November 25, 2024

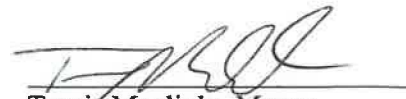
The Honorable Mark Henry, County Judge; and  
The Honorable Commissioners' Court  
Galveston County  
722 Moody Ave.  
Galveston, TX 77550

Gentlemen:

Our current contract for Emergency Medical Services with the City of Dickinson for Unincorporated Portions of Galveston County adjacent to City of Dickinson is due for renewal. In FY2016 the Inter-local Agreement in Section 3, 3.3 agrees to the monthly services amount of \$13,500.00 per month. Please authorize the County Judge to sign this letter and join with the City of Dickinson in continuing this mutually beneficial agreement. The amount as approved for FY2025 budget is \$162,000.

Approved:

  
Mark Henry, County Judge

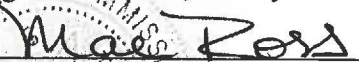

  
Travis Magliolo, Mayor  
City of Dickinson

Date: March 31, 2025

Date: 2/13/25

Attest:

Dwight D. Sullivan, County Clerk

BY  Deputy  
Mae Ross  
The seal of the County Commissioners' Court, featuring a five-pointed star in the center, surrounded by a circular border with the text "COUNTY COMMISSIONERS' COURT" and "COUNTY OF GALVESTON".

County of Galveston

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State of Texas

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**Interlocal Agreement for Emergency Medical Response  
Services in Unincorporated Portions of Galveston  
County Adjacent to the City of Dickinson**

This **Interlocal Agreement** is entered into by and between the City of Dickinson, Texas and the County of Galveston. It is for the provision of Emergency Medical Services by the City to certain unincorporated areas of the County.

The parties agree as follows:

**Section 1.  
Authorization and Purpose**

- 1.1 This Agreement is beneficial to the public health and welfare of the residents of and visitors to each party's respective jurisdiction and is authorized by Chapter 791 of the Texas Government Code.
- 1.2 The purpose of this Agreement is to provide emergency medical service to the Service Area described below.

**Section 2.  
Definitions**

- 2.1 "Emergency" means one or any combination of events or circumstances that results in a life or body threatening injury or illness that requires immediate emergency medical services.
- 2.2. "Emergency Medical Services (EMS)" means the emergency medical system established by the City for the purpose of servicing both residents and visitors to the City and the Service Area.
- 2.3 "Personnel" means emergency medical technicians, paramedics and other emergency responders employed by the City.
- 2.4 "City" means the City of Dickinson, Texas, a home rule municipal corporation of the State of Texas, located at City Hall, 2716 FM 517 East, Dickinson, Texas 77539.
- 2.5 "County" means the County of Galveston, a political subdivision of the State of Texas, whose mailing office for purposes of this Agreement is: Chief Financial Officer, 722 Moody, 3rd Floor, Galveston, Texas 77550.

- 2.6 "Service Area" means the unincorporated areas of the County generally located between the northern corporate limits of the City and the southern corporate limits of the City of League City west of Caroline Street, and as indicated in the attached Exhibit A.

### **Section 3.**

#### **Term of Agreement/Compensation/Reporting**

- 3.1 This Agreement becomes effective immediately upon its execution by the last party to sign and continues in effect until it has been terminated in accordance with Section 9 of this Agreement.
- 3.2 The County designates the City as the sole provider of Emergency Medical Services to the Service Area subject to the limitations provided herein.
- 3.3 The County agrees to pay the City for its services \$13,500 per month payable by the 15<sup>th</sup> of each month. An invoice for services will be issued to the County by the City each month.
- 3.4 The City will provide the County with a report or reports, containing the following information for incidents in which Dickinson EMS or a mutual aid ambulance responded to a call in the contracted area: 1) date (of service); 2) time; 3) incident no.; 4) location of services; 5) location area; 6) type of call; 7) responding unit; 8) area; 9) amount billed; 10) amount collected; 11) amount owed/write off; 12) transport destination, and such other information as may be required by the County to determine the services provided. The run information should be delineated between Dickinson EMS and mutual aid ambulances.
- 3.5 The report shall be formatted as shown in Exhibit B and shall be transmitted to the County upon its request, but no more than quarterly.
- 3.6 The City will continue to provide with its monthly invoice a breakdown of events included in that invoice, delineated between Dickinson EMS and mutual aid ambulances.

### **Section 4.**

#### **Request for Assistance and Response**

- 4.1 When the City is notified by either the County or by a person calling 911 (City dispatch) that an Emergency exists in the Service Area the City will dispatch such emergency medical services apparatus, equipment and Personnel as required by the situation.
- 4.2 The City will use its best efforts to provide the same Emergency Medical Services to the Service Area it provides its own residents. But, the parties recognize that, on occasion, Emergency Medical Personnel will not be readily available.
- 4.3 If the City is unable to immediately provide assistance, the City shall direct the call pursuant to the provisions of the Galveston County Mutual Aid Agreement that is currently in effect. In such situations, Section 3.2 of this Agreement will not apply.

- 4.4 Personnel, apparatus and equipment of the City shall meet, as a minimum, all acceptable standards for Basic Life Support Ambulances with Mobile Intensive Care Unit Capability as specified by the Texas Department of State Health Services.
- 4.5 All Personnel will be required to perform under established practice parameters and protocols as set forth by the City's Medical Director and under the standard operating procedures or guidelines, including but not limited to response time, established by the City for its own residents.
- 4.6 Rendition of service, standards of performance, discipline of Personnel, and other matters incident to performance of services and control of Personnel shall remain exclusively with the City.
- 4.7 Disputes or disagreements as to the level of services and standards of performance required of any party shall be reported to the EMS Administrator of the City and to the Chief Financial Officer of the County.

**Section 5.**  
**Insurance/Third Party Beneficiaries**

- 5.1 The parties may, but are not obligated to purchase and maintain insurance to protect themselves against third party claims.
- 5.2 This Agreement is intended solely for the benefit of the parties. It is not to be construed to be for the benefit of any third party.

**Section 6.**  
**Patient Charges for**  
**Emergency Medical Services**

- 6.1 In addition to the compensation provided for in Section 3, the City may charge any person using Emergency Medical Services. The City shall be solely responsible for all aspects of billing and collections operations and procedures for such charges.
- 6.2 All patient charges for Emergency Medical Services will be based on a reasonable fee schedule established by the City for its own residents.
- 6.3 The City may directly bill, those patients transported or treated in accordance with this Agreement based on the established fee schedule and the treatment rendered.
- 6.4 Under no circumstances will the County be responsible or liable for payment of any patient charges described in this Section.
- 6.5 The City is solely entitled to all collections, settlements and other remuneration for services rendered for transportation of patients in accordance with this Agreement.

**Section 7.**  
**Dispute Resolution and Venue**

- 7.1 This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, unless preempted by an applicable federal law, and venue for any legal action shall lie in Galveston County, Texas.
- 7.2 The parties agree that all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding.

**Section 8.**  
**Termination**

- 8.1 Either party may terminate this Agreement for cause or for convenience by notifying the other party of its intention to terminate in writing at least sixty (60) days before the effective date of termination. The notice may be withdrawn in writing at anytime before it becomes effective.

**Section 9.**  
**Notice**

- 9.1 Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the addresses listed in the Definitions Section of this Agreement. Either party may change their address upon written notice to the other party.

**Section 10.**  
**Miscellaneous Provisions**

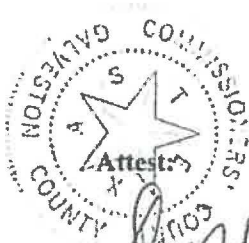
- 10.1 Each Party to this Agreement represents that its governing body has authorized this Agreement.
- 10.2 This Agreement contains the entire Agreement between the parties and may only be amended, altered or revoked by written agreement.
- 10.3 The parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions.
- 10.4 In case one or more of the provisions contained in this Agreement shall, for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be

construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.

- 10.5 Each Party to this Agreement agrees to pay for the performance of the governmental functions and governmental services provided for in accordance with the terms of this Agreement from current revenues available to that Party.
- 10.6 Each Party to this Agreement agrees that the contractual payments made pursuant this Agreement fairly compensate the performing party for the governmental services and governmental functions performed under this Agreement.
- 10.7 It is expressly understood and agreed that under this Agreement no party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against any claims arising in the exercise of its governmental powers and governmental functions pursuant this Agreement.
- 10.8 This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Executed effective this 7th day of June, 2016.

County of Galveston



Mark Henry  
County Judge

Dwight D. Sullivan  
County Clerk

City of Dickinson, Texas

Julie Masters, Mayor

Attest:

~~Carolyn Anderson~~ Alun Thomas  
City Secretary

