

EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT

This Emergency Medical Services Agreement, effective as of October 1, 2020 (this "Agreement"), is between the City of Schertz, Texas, a political subdivision of the State of Texas (the "City"), and Guadalupe County, a political subdivision of the State of Texas (the "County").

WHEREAS, the City has an emergency medical services department known as Schertz EMS (the "Department"), which provides certain emergency services within the City and, by interlocal agreement, within other jurisdictions;

WHEREAS, the County desires to contract with the City for the provision of certain emergency medical services within the unincorporated area of the County in order to preserve and protect the health and safety of persons within the County;

WHEREAS, the City and the County have determined to enter into this Agreement relating to the provision of certain emergency medical services within the unincorporated areas of the County and to set out the terms, rights, duties, and responsibilities of the City and the County with respect thereto;

WHEREAS, the City and the County have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the County are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Texas Government Code Chapter 791.001, as amended;

NOW, THEREFORE, THE CITY AND THE COUNTY, ACTING BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, HEREBY COVENANT AND AGREE AS FOLLOWS:

Section 1. Responsibilities of the City.

- (a) The City agrees that during the term of this Agreement the Department or its contracted designees shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (the "Emergency Medical Services") within the unincorporated jurisdiction of the County (the "Service Area"). The City agrees that during the Term of this Agreement the Department or its contracted designees shall respond to all requests for service on a next-available-ambulance basis regardless of call location.
- (b) The City agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Department ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

- (c) The City agrees to dedicate a minimum of thirteen (13) ambulances of its own or its contracted designees that will be strategically positioned in and/or around the County to maintain response times in accordance with this Agreement.
- (d) The City and County shall arrange for all requests for assistance to be sent directly to the Department or its contracted designees by 911-telephone transfer or by the County alerting the Department via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.
- (e) The City agrees to maintain a Medical Director for the Department and its contracted designees as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director of the Department or its contracted designees shall be reported to the County Emergency Services Administrator within ten (10) business days.
- (f) The City and its contracted designees will maintain Mutual Aid agreements with multiple agencies to provide for appropriate responses during times of high call volume or multiple casualty incidents.
- (g) The City agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, re-supply of medical supplies used on emergency medical responses, responder credentialing, and a minimum of twenty (20) hours of continuing medical education annually. The City shall report any deficiencies in First Responder credentialing to the County Emergency Services Administrator as soon as possible.
- (h) The City agrees to provide for dedicated event ambulance standby and emergency personnel for standby upon request of the County Emergency Services Administrator, County Sheriff's Department, Fire Chief's or Incident Commander, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County, which includes stand-by at fire, rescue and hazardous materials response incidents.
- (i) The City agrees to provide, a minimum of, two (2) SWAT medics to the Guadalupe County SWAT team at no additional costs to the County.
- (j) The City and Department shall observe and comply with all applicable federal, state, county and City laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.
- (k) The City agrees to maintain insurance through the Texas Municipal League as outlined in its response to the County's Request for Proposal. Any changes in coverage by either the

City or the Texas Municipal League will be reported in writing to the County Emergency Services Administrator within ten (10) days of such change becoming effective.

- (l) The City agrees to provide the County with the Department's run statistics for responses in the Service Area. These reports shall provide the county with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to the County Emergency Services Administrator each month before the 10th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to the County without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.
- (m) The City shall provide the County with a current list of all its contracted designees that may provide Emergency Medical Services under this Agreement.

Section 2. Responsibilities of the County.

- (a) The County agrees to have the County Emergency Services Administrator determine which agencies are Guadalupe County First Responders and report any changes to the City within ten (10) calendar days.
- (b) The County agrees to conduct all Emergency Medical Services related business and customer complaints within unincorporated areas of Guadalupe County with the City only. The County agrees not to discuss any Emergency Medical Services related issues with any of the City's contracted designees without a representative of the City present. The City agrees to provide feedback regarding Emergency Medical Services issues and customer complaints within forty-eight (48) hours after receiving them from the County.
- (c) The County agrees to appoint an Emergency Medical Services Contract Administrator and to arrange for quarterly meetings to discuss any issues relating to this Agreement or any other provision of emergency medical services within unincorporated Guadalupe County.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2020, through and including September 30, 2023 (the "Term"). This Agreement may be extended as set forth in Section 4 and shall be renewed for additional two (2) year terms (each, a "Renewal Term") in writing no later than one hundred eighty (180) days prior to the end of the Term unless either party to this Agreement notifies the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided by registered or certified mail not less than one hundred eighty (180) days prior to the end of the Initial Term or any Renewal Term.

Section 4. Consideration.

- (a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term, the County agrees to pay the City \$927,934.89 annually, payable in twelve (12) equal monthly installments within thirty (30) days after satisfactory acceptance by the County of all completed services.
- (b) Amounts payable under this Agreement for any extension beyond the Term of this Agreement shall be increased based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI), not to exceed ten (10%) percent of the annual fee for the previous year. The City agrees not to request an increase for the initial three (3) year term of the contract. After the initial three (3) year term, a price re-determination may be considered at the anniversary date of the contract. All requests for price redetermination shall be in written form, shall be submitted no later than six (6) months prior to the end of each term and shall include supporting documentation.
- (c) For any extension beyond the Term of this Agreement, the City agrees to decrease its annual fee by an agreed upon amount corresponding with the amount of land in Guadalupe County annexed by cities within Guadalupe County during the previous fiscal year.
- (d) The County agrees that, in addition to the fee payable by the County to the City pursuant to Section 4(a), the City and its contracted designees will make every attempt to bill and collect from the patient's insurance company. The City nor its contracted designees have contracts with insurance companies; therefore we will not waive the unpaid portion of the bill for any services rendered to them by the Department.

Section 5. Failure to Perform.

The City agrees to maintain response time reliability as outlined in Section 1(b). In the event that the City fails to maintain such reliability, a \$2,500 fee will be assessed per month not meeting the minimum requirements.

Section 6. Termination of this Agreement.

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. The County reserves the right to terminate the contract with a 90 day notice in the event the City fails to (i) meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal or (ii) breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting City.
- (b) If the City or County determines it no longer wants to maintain this Agreement at the end of the Term or at the end of any Renewal Term, it shall notify the other party in writing not

less than one hundred eighty (180) days prior to the end date of the current Term, subject to Sections 5 and 6(c), the City agrees to continue to provide service to the end of the current Term and the County agrees to continue payments for all services rendered.

- (c) Either party may terminate this Agreement without cause by giving not less than one hundred eighty (180) days' notice in writing to the other party. When such notice is provided, the City agrees to continue to provide service until the end of the Contract Year during which the one hundred eighty (180) day notice period ends. The County agrees to pay the full consideration due to the City through the end of the Contract Year during which the one hundred eighty (180) day notice period ends.

Section 7. Authorization. This Agreement has been duly authorized by the governing bodies of the City and the County.

Section 8. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 9. Amendments. This Agreement represents the complete understanding of the City and the County with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both the County and the City.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 11. Governmental Functions; Liability; No Waiver of Immunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- (a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- (b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- (c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.
- (d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.

- (e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- (f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

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IN WITNESS WHEREOF, the undersigned have entered into this Emergency Medical Services Interlocal Agreement, effective as of the date first above written.

CITY OF SCHERTZ, TEXAS

By _____
City Manager

GUADALUPE COUNTY, TEXAS

By _____
Guadalupe County Judge

By _____
Guadalupe County Commissioner Precinct 1

By _____
Guadalupe County Commissioner Precinct 2

By _____
Guadalupe County Commissioner Precinct 3

By _____
Guadalupe County Commissioner Precinct 4