

INTERLOCAL AGREEMENT
FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES
AND FOR MUTUAL AID

STATE OF TEXAS

COUNTY OF GUADALUPE

This Interlocal Agreement for Allocation of Emergency Medical Services and for Mutual Aid (this "Agreement"), is between the City of Schertz, Texas ("Schertz"), and San Marcos/Hays County EMS ("SM/HC EMS"), and shall be effective as of October 1, 2020, for the term stated below. Schertz and SM/HC EMS shall hereafter collectively be referred to as "the Cities" or "the Parties."

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz and SM/HC EMS coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided;

NOW, THEREFORE, the Cities/Parties, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Responsibilities of SM/HC EMS.

- (a) During the term of this Agreement, SM/HC EMS agrees to furnish emergency medical services ("EMS") to the unincorporated areas of the County as described on the map attached hereto as Exhibit "A" ("Service Area").
- (b) SM/HC EMS shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (MICU) within the Service Area. SM/HC EMS's MICU units will be staffed with a minimum of one paramedic (preferably with two paramedics) at all times.
- (c) SM/HC EMS agrees that during the term of the Agreement, they shall use any available EMS resource to respond to all requests for service on a next-available-ambulance basis regardless of call location within the SM/HC EMS coverage area.
- (d) SM/HC EMS 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 SM/HC EMS

ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

- (e) Schertz and the County shall arrange for all requests for assistance within the Service Area to be sent directly to SM/HC EMS by 911-telephone transfer or by the County alerting SM/HC EMS via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.
- (f) SM/HC EMS agrees to transport patients to their facilities of choice if their medical condition allows based on their policies and protocols. If the patient condition prevents this, the patient should be transported to the closest most appropriate facility.
- (g) SM/HC EMS agrees to maintain a Medical Director as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director shall be reported in writing to Schertz within ten (10) business days.
- (h) SM/HC EMS will maintain Mutual Aid agreements with multiple agencies, including Schertz, to provide for appropriate responses during times of high call volume or multiple casualty incidents.
- (i) SM/HC EMS agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, and re-supplying of medical supplies used on emergency medical responses.
- (j) SM/HC EMS shall observe and comply with all applicable federal, state, county and local 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) SM/HC EMS agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing. Any changes in coverage will be reported in writing to Schertz within ten (10) days of such change becoming effective.
- (l) SM/HC EMS agrees to provide Schertz with SM/HC EMS's run statistics for responses in the Service Area. These reports shall provide Schertz 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 Schertz each month before the 5th 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 Schertz without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

- (m) SM/HC EMS agrees to indemnify Schertz to the extent allowed by law for all actions of SM/HC EMS in connection with carrying out the responsibilities of SM/HC EMS under this Agreement.
- (n) It is expressly understood that in the performance of the obligations under this Agreement, each party is an independent contractor with the right to supervise, manage, control, and direct the provision of EMS calls to which it is responding.

Section 2. Responsibilities of Schertz.

- (a) Schertz agrees to conduct, at a minimum, biannual meetings with all sub- contractors to discuss service level, customer service issues, and other issues as brought forward by the County Emergency Services Administrator. Any customer service issues brought to Schertz regarding service provided by SM/HC EMS will be forwarded as soon as possible to SM/HC EMS for investigation and resolution.
- (b) Schertz agrees to coordinate with the Guadalupe County Emergency Management Office on the designation of recognized County first responders and to report any changes in this designation to SM/HC EMS immediately.
- (c) Schertz agrees to involve SM/HC EMS as necessary on all EMS-related issues that occur in the Service Area covered by SM/HC EMS. This would include issues such as ambulance standbys, injury prevention activities, and community education events.
- (d) Schertz agrees to indemnify SM/HC EMS to the extent allowed by law for all actions of Schertz in connection with carrying out the responsibilities of Schertz under this Agreement.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2020. This Agreement shall remain in full force and effect for the full term of the County EMS Agreement (“Term”) which is three (3) years, including any extensions thereof (“Renewal Term”) provided that either SM/HC EMS or Schertz may terminate this Agreement as set forth in Section 6 of this Agreement.

Section 4. Consideration.

- (a) In consideration of SM/HC EMS’s provision of the Emergency Medical Services during the Initial Term, Schertz agrees to pay SM/HC EMS \$92,936.38 annually, payable in twelve (12) equal monthly installments within fifteen (15) days of each month for each year of the Initial Term.
- (b) Schertz is in a fixed price contract with the County, and as such, during the Initial Term of this contract, there will be no provisions for the increase of fees from the County. If Schertz negotiates any extension of its agreement with the County and there is any increase or

decrease of fees, Schertz shall negotiate with all sub-contractors to provide additional consideration as outlined by Schertz's agreement with the County.

- (c) Schertz retains the right to negotiate with one or more sub-contractors for the provision of EMS to the County on an annual basis with respect to territory coverage, call volume and other considerations so that Schertz may facilitate the highest levels of EMS service being provided at all times throughout all areas of the County.
- (d) Schertz agrees not to withhold monthly installments for any reason other than monthly reports not being received from SM/HC EMS in a timely manner. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.
- (e) Schertz agrees that, in addition to the fee payable by Schertz to SM/HC EMS pursuant to Section 4(a), SM/HC EMS and its contracted designees will make every attempt to bill and collect from the patient's insurance company. In no event shall Schertz or the County be responsible for payment of such patient charges.

Section 5. Failure to Perform.

- (a) SM/HC EMS agrees to maintain response time reliability as outlined in Section 1(d). In the event that SM/HC EMS fails to maintain response time reliability as outlined in Section 1(d), SM/HC EMS will report this fact to Schertz and a meeting will be called to discuss the circumstances that led to this failure to perform.
- (b) Schertz may, at its discretion, place SM/HC EMS on a ninety (90) day remediation period. During this time, SM/HC EMS will provide reports as to the steps it is taking to correct the poor performance and the current response time reliability.
- (c) SM/HC EMS agrees to make every effort possible to fulfill their responsibilities in assisting Schertz in maintaining compliance with the County's expectations as outlined by this Agreement. If SM/HC EMS's performance or lack thereof could harm the overall viability of Schertz's agreement with the County, Schertz may, after a 90-day notice, terminate this agreement with SM/HC EMS. All monies owed for the service provided until the actual date of termination will be paid to SM/HC EMS.

Section 6. Termination of this Agreement.

- (a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. Schertz reserves the right to terminate the contract with a 90 day written notice. Either party may terminate this Agreement without cause by giving not less than one hundred twenty (120) days' notice in writing to the other party. When such notice is provided, SM/HC EMS agrees to continue to provide service until the one hundred twenty (120) day notice period ends. Schertz agrees to pay the full consideration due to SM/HC EMS through the one hundred twenty (120) day notice period.

Section 7. Mutual Aid.

- (a) SM/HC EMS and Schertz expressly acknowledge and agree that, in certain instances, the other party may not be able to respond to an EMS call within its allocated service area. In such instances, the parties agree to provide each other with mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions hereinafter set forth.
- (b) The Parties agree to provide EMS to each other upon a request for assistance from the EMS Director, Fire Chief, Battalion Chief, City Manager, Assistant City Manager or other authorized individual as designated in writing by the respective City.
- (c) Although each party will endeavor to respond to all requests for assistance, nothing herein shall be construed as imposing any absolute duty or obligation upon any party to respond to any particular request for services. The provision of EMS to each party's own area of responsibility shall always remain the primary function of that party's department.
- (d) The responding party shall report with its equipment and/or personnel to the location requested by the dispatcher and shall remain there to render the assistance required. Should the responding party be dispatched to a location at which the requesting party has already arrived, the responding party agrees to work under the authority of the requesting party upon arrival at the scene.
- (e) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.
- (f) All claims for workers compensation or other benefits arising out of the performance of this Agreement shall be the sole responsibility of the party which is the general employer or supervisor of the person filing such claim.
- (g) At no time shall the employees of a responding party be considered borrowed servants or on loan to the requesting party.

Section 8. Authorization. This Agreement has been duly authorized by the governing bodies of SM/HC EMS and Schertz.

Section 9. 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 10. Amendments. This Agreement represents the complete understanding of SM/HC EMS and Schertz with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12. 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 ventures, 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

CITY OF SM/HC EMS, TEXAS

By _____