

RESOLUTION NO. 17-R-48

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT FOR EMS SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, authority for such partnerships is granted under Texas Government Code §§ 791.001 et seq as amended; and

WHEREAS, The purpose of interlocal agreements between authorized agencies is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state including functions normally associated with the routine operation of government, including functions such as public health and welfare including EMS services, personal services, purchasing of supplies and equipment repair; and

WHEREAS, the City staff of the City of Schertz has recommended that the City enter into an interlocal agreement with the Schertz-Cibolo-Universal City Independent School District (SCUCISD) for EMS services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an interlocal agreement with SCUCISD for EMS services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to enter into the Agreement with SCUCISD in substantially the forms set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application

of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 11th day of July, 2017.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Deputy City Secretary, Donna Schmoekel

(CITY SEAL)

EXHIBIT A
ILA with SCUCISD

M+K

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF SCHERTZ, TEXAS, AND
SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT**

This Agreement is made and entered into by the **City of Schertz, Texas** (hereinafter referred to as "Schertz" and/or "City"), a political subdivision of the State of Texas acting through its City Council, and the **Schertz-Cibolo-Universal City Independent School District** (hereinafter referred to as "SCUCISD"), a political subdivision of the State of Texas acting through its Board of Trustees (Schertz and SCUCISD collectively referred to as the "Parties") and in this regard hereto mutually agree and state as follows:

WITNESSETH

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, The purpose of interlocal agreements between authorized agencies is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state including functions normally associated with the routine operation of government, including functions such as public health and welfare including EMS Services, personal services, purchasing of supplies, and equipment repair;

WHEREAS, SCUCISD has determined it is in its best interest to enter into an agreement with Schertz to make such services on a non-exclusive basis available to SCUCISD in the City's corporate limits within SCUCISD's jurisdiction and SCUCISD's campuses in Universal City (the "Service Area"),

WHEREAS, Schertz has determined it is in the best interest of its community to provide such services to SCUCISD within the Service Area; and

WHEREAS, SCUCISD is willing to pay the associated costs for provision of services and supplies as set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

The Superintendent of SCUCISD and the City Manager of the City of Schertz are hereby authorized and directed to execute on behalf of the Parties to this Agreement.

I.

1. Schertz agrees to make available a CPR and First Aid program to teach CPR and First Aid to District staff and students. Schertz EMS will also provide instructional materials for these

classes in order to align with the curriculum. Materials will be billed as per the attached fee schedule.

1.1. Schertz EMS will make available an Automated External Defibrillator (AED) program allowing the District to purchase AED's at competitive prices and maintenance of units purchased consisting of replacing the pads/batteries per manufactures' recommended replacement schedule, tracking those expiration dates, tracking any use of a unit and tracking serial numbers and extended warranties. For items purchased from and provided by Schertz EMS, Schertz will also attempt to troubleshoot the AED should any malfunctioning occur. If Schertz EMS cannot resolve the issue, they will work with the manufacturer to arrange servicing of the item. In the event that an AED is used, Schertz EMS will obtain the unit and download any pertinent event information from the unit as needed.

1.2. Schertz EMS will be available to perform medical standby for events held by SCUCISD. These include but are not limited to varsity, junior varsity and junior high football games. Schertz EMS will provide two (2) personnel on each apparatus that is scheduled for a standby. All medical equipment will be provided by Schertz EMS. These standbys will be charged at an hourly rate listed on the attached fee schedule. The time will be rounded up to the nearest quarter of an hour. Schertz EMS will need a minimum of a one week notice prior to the event in order to properly staff the standby.

1.3. Schertz EMS shall also provide on an as needed basis the Hepatitis B Vaccine series to SCUCISD staff that are in need of it. The series consists of three doses of the vaccine. The individual staff member will be responsible for contacting Schertz EMS to schedule their doses of the vaccine. The District shall pay for the vaccine as per the attached fee schedule.

1.4. Schertz EMS may also participate in demonstrations and public relation type events throughout the school year with SCUCISD. These demonstrations may include but are not limited to mock ambulance type calls, showing students and staff our various pieces of equipment or teaching skills to the students and/or staff free of charge. Typical activities/demonstration are included in the fee schedule.

1.5. Schertz EMS will also provide a service to take back any unused or expired medications at the end of the year from the school nurses at no charge. They will dispose of them properly using their biohazard pickup procedures.

1.6. SCUCISD understands and agrees notwithstanding other provisions herein that the City of Schertz employees and Schertz EMS staff shall at all times be deemed officers and employees of the City of Schertz and shall be primarily responsible and answerable to and under the City of Schertz management and leadership.

II.

2.1 SCUCISD agrees to pay to Schertz from current revenues available with payment in arrears net 30 after receipt of any products or services. The Parties agree at such times as are convenient and necessary to adjust and/or re-compute the fee schedule as herein provided when

there exist circumstances and conditions making such adjustments necessary and desirable to accomplish the objectives of this Agreement.

2.2 SCUCISD certifies that all payments due under this Agreement shall be paid out of the then current fiscal year funds.

2.3 All Parties agree that Schertz EMS shall be employed by Schertz and, as such, shall be provided with all salaries and benefits of similarly-situated and classified employees of Schertz.

III.

3.1 The Parties agree that the terms and provisions of this Agreement shall commence at 8 a.m. on June 21st, 2017 and shall continue in full force and effect for a three-year period ending on August 31st, 2020 and, subject to agreement on the Consideration by the Parties, shall automatically annually renew for an additional periods of twelve (12) months, unless the Parties hereto shall have previously exercised their right to cancel this Agreement as hereinafter provided.

3.2 This Agreement may be terminated at any time by either Party, with or without cause, upon no less than Sixty (60) days written notice delivered by hand or U.S. Certified Mail to the other Party. No termination will relieve the obligation of SCUCISD to pay Schertz for any amounts due and payable for Services performed hereunder prior to termination.

3.3 This Agreement may be terminated by any Party upon not less than thirty (30) days written notice should another Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

IV.

4.1 This Agreement shall bind and benefit each Party and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.

V.

5.1.1 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.

5.1.2 The Services provided for herein are governmental functions, and the City and SCUCISD shall be engaged in the conduct of a governmental function while providing and/or performing any Service pursuant to this Agreement.

5.1.3 The relationship of SCUCISD and the City 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.

5.1.4 Nothing contained herein shall be deemed or construed by the Parties hereto, 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 hereto.

5.2.1 SCUCISD Insurance or Coverage. The City shall have no liability whatsoever for or with respect to SCUCISD's use of any SCUCISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of SCUCISD, and SCUCISD covenants and agrees as follows:

5.2.2 SCUCISD shall be solely responsible, as between SCUCISD and the City and the agents, officers, and employees of the City, 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 SCUCISD or its agents, officers, employees, and subcontractors, while on SCUCISD property or while using any SCUCISD facility or performing any function or providing or delivering any service undertaken by SCUCISD pursuant to this Agreement;

5.2.3 For and with respect to SCUCISD property or SCUCISD's use of any SCUCISD facility, SCUCISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure SCUCISD and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by SCUCISD, its agents, officers, employees, and subcontractors in the course of their duties.

5.3.1 City's Insurance or Coverage. SCUCISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City, and the City covenants and agrees as follows:

5.3.2 The City shall be solely responsible, as between the SCUCISD and the City and the agents, officers, and employees of SCUCISD, 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 the City or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any Service undertaken by the City pursuant to this Agreement;

5.3.3 For and with respect to the Services to be provided by the City to SCUCISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission or failure to act by the City, and its agents, officers, employees, and subcontractors in the course of their duties.

5.4 It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this Agreement; each Party hereto 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 the

services provided and/or any circumstances arising under 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 Schertz nor SCUCISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law.

5.5 No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

VI.

6.1 All correspondence and communications concerning this Agreement shall be directed to:

Schertz: City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

SCUCISD: Schertz-Cibolo-Universal City Independent School District
1060 Elbel Road
Schertz, Texas 78154
Attention: Superintendent

Notices required hereunder shall be hand-delivered or sent by certified mail, return receipt requested.

VII.

7.1 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

VIII.

8.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect.

IX.

9.1 This Agreement is the entire agreement between SCUCISD and Schertz as to the subject matter hereof, and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This

Agreement may be amended only by written instrument duly approved and executed by the Parties in accordance with the formalities of this Agreement.


X.

10.1 The Parties agree this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Guadalupe County, Texas.

The Parties hereto have executed this Agreement this 20th day of June, 2017.

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By:



Dr. Greg Gibson
Superintendent of Schools

Attested by:



CITY OF SCHERTZ

By:

John Kessel,
City Manager

Attested by: _____

Exhibit A
Fee Schedule

- CPR Program

Fee Schedule

Item	Fee
ASHI CPR Class (taught by Schertz EMS)	\$30/person
ASHI First Aid Class (taught by Schertz EMS)	\$30/person
ASHI CPR/First Aid Class (taught by Schertz EMS)	\$50/person
ASHI Instructor Class (taught by Schertz EMS)	\$50/person
AHA BLS Class (taught by Schertz EMS)	\$40/person
AHA Instructor Class (taught by Schertz EMS)	\$50/person
ASHI CPR e-cards or paper cards	\$5.50/each
ASHI First Aid e-cards or paper cards	\$5.50/each
ASHI CPR & First Aid e-cards or paper cards	\$10/each
ASHI CPR text book	\$10/each
ASHI First Aid text book	\$11/each
ASHI CPR Program Packet (DVD & class material)	\$150/each
ASHI First Aid Program Packet (DVD & class material)	\$150/each
ASHI Instructor Update (every 5 years)	\$40/each
ASHI Instructor Renewal (every 2 years)	\$20/each
AHA BLS Program Packet (DVD & class material)	\$125/each
AHA BLS Student Manual	\$15/each
AHA BLS student e-cards	\$5/each
AHA BLS student paper cards	\$6/each
AHA BLS instructor cards	\$5/each
AHA BLS Instructor Update (every 5 years)	\$40/each

- AED Program

Fee Schedule

Item	Fee
Zoll AED Plus package (AED unit, soft sided case, battery, adult pads, maintenance and protocol thru Schertz EMS)	\$1,350/each
AED Alarmed Metal Cabinet	\$150/each
AED Adult Pads (Zoll)	\$155/each
AED Pediatric Pads (Zoll)	\$95/each
AED Replacement Batteries (Zoll)	\$45/each
AED Maintenance (for units not purchased thru Schertz EMS)	\$25/unit/year

- Standby Program

These standbys will be charged at an hourly rate listed on the fee schedule below. The time will be rounded up to the nearest quarter of an hour. Schertz EMS will need a minimum of a one week notice prior to the event in order to properly staff the standby.

Fee Schedule

Item	Fee
Ambulance Standby	\$125/hour
Gator Standby	\$95/hour

- Vaccination Program

Fee Schedule

Item	Fee
Hepatitis B Vaccine Series (includes 3 doses)	\$140/each

- Demonstrations/PR Events

Listed below are some of the activities that we have participated in in the past.

Fee Schedule

Item	Fee
Health Fairs/Careers on Wheels	No charge
EMS Week school visits (all elementary schools minimum)	No charge
Law Enforcement class demonstrations	No charge
Health Science class demonstrations	No charge
Shattered Dreams	No charge

- Medication Takeback

Schertz EMS will take back any unused or expired medications at the end of the year from the school nurses at no charge. We will dispose of them properly using our biohazard pickup.