

STRAC ELECTRONIC RECORDS MANAGEMENT SYSTEM (eRMS) PROJECT INTERLOCAL COOPERATION AGREEMENT

This PROJECT AGREEMENT (“**Agreement**”), is entered into by the following parties: the Southwest Texas Regional Advisory Council (“**STRAC**”), a Texas non-profit corporation created by Texas law and regulations, and City of Schertz, Texas (“**Agency**”), a political subdivision of the State of Texas.

Recitals

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the provision of certain electronic records management software (eRMS) services, as further described in Schedule A, by STRAC to Agency.

STRAC is the Regional EMS/Trauma Advisory Council designated by the Texas Department of State Health Services (“**DSHS**”) in the STRAC region (Trauma Service Area – P, TSA-P).

STRAC has licensed certain eRMS software from ImageTrend for providing electronic records management software services, including electronic Patient Care Records (ePCR) and/or Fire Record Management System (FireRMS).

STRAC is designated by DSHS to design, implement and maintain the Regional EMS/Trauma, Disaster and Emergency Healthcare System for Trauma Service Area – P (TSA-P) and will provide overall coordination and management to the eRMS project and as such has an interest to provide cost effective software solutions to member agencies.

STRAC is providing the eRMS solution to eligible EMS member agencies, Fire Departments and other public safety agencies on a software as a service basis in a co-operative fashion, leveraging economies of scale by having multiple public safety member agencies subscribe through STRAC to utilize STRAC’s pricing with ImageTrend for the eRMS system.

Agency has an interest in and need to have an electronic records management system to increase capability and performance for the jurisdiction or population it serves

Agreement

Accordingly, both Agency and STRAC agree as follows:

I. LEGAL AUTHORITY

STRAC represents and warrants that:

1. STRAC is a Texas non-profit corporation organized to provide one or more governmental functions and services described in Texas Administrative Code Title 25, Part 1, Chapter 157.
2. STRAC possesses adequate legal authority to enter into this Agreement.
3. The governing body of STRAC believes that this Agreement is beneficial to the public.
4. STRAC has valid and enforceable licenses and all other necessary legal authority to grant Agency the right to use the software services to be provided under this Agreement.

The Agency represents and warrants that:

1. The Agency possesses adequate legal authority to enter into this Agreement.

2. The governing body of the Agency believes that this Agreement is beneficial to the public and that the Agency has the legal authority to provide the governmental function which is the subject of this Agreement.
3. The Agency is an active member in good standing and is licensed through the Texas DSHS.

II. STATEMENT OF SERVICES TO BE PERFORMED:

STRAC shall provide services as set forth in the attached "Schedule (A), eRMS Project."

Services listed in Schedule (A) provided by STRAC under this Agreement or assigned to the Agency as eRMS Project-specific services are provided to the Agency by STRAC at the rates in Schedule (B), eRMS Project Pricing. The Agency is responsible for all costs associated with implementing and operating the eRMS Project as provided for in the attached Schedules, including all costs of wireless data, GPS and hardware equipment and any utility services required to enable the eRMS Project to function correctly.

Schedules (A) and (B), are incorporated in this Agreement for all purposes.

III. TERM OF AGREEMENT:

This Agreement is effective as of the 06/08/2023 ("Effective Date.") The initial term of this Agreement continues for one (1) year from the Effective Date ("Term"). At the end of the Term, this Agreement automatically renews on each anniversary of the Effective Date for five (5) consecutive years, unless earlier terminated by the parties in accordance with paragraph IV. The maximum duration of this contract is six (6) years.

IV. TERMINATION AND DISPUTE RESOLUTION:

This Agreement may be terminated by either the Agency or STRAC if either party in its sole discretion requests termination in writing to the other party, with 60 days prior notice.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

V. VENUE

This Agreement and all of the transactions described herein shall be governed by and construed in accordance with the laws of the State of Texas. All obligations under this Agreement are performable in Bexar County, Texas.

VI. GENERAL PROVISIONS:

1. This Agreement is entered into by the duly authorized officials of each respective party.
2. Any notice required pursuant to this Agreement must be in writing and is properly given if hand delivered, or sent by certified or registered mail, or overnight courier service, to the

parties either at the address below for or at such other address as the parties from time to time specify by written notice pursuant to this Section. Any such notice is considered delivered on the date of delivery if hand delivered, or upon confirmation if sent by certified or registered mail or an overnight courier service.

If to STRAC:

STRAC
Attention: Executive Director
7500 Highway 90 West
AT&T Building, Suite 200
San Antonio, Texas 78227

If to Agency:

Schertz EMS Department
1400 Schertz Parkway Building 7
Schertz, TX 78154

3. To the extent authorized by the laws of the State of Texas, STRAC and the Agency are not liable for any lost profits, special, incidental, consequential, or punitive damages, for breach of any express or implied warranties or otherwise. STRAC and the Agency do not warrant, expressly or implied, and does not represent that the software or services provided under this Agreement are without defect, interruption, or suited for particular purposes or uses.
4. During the term of this Agreement and any extensions of it, the Agency, to the extent permitted by law assumes liability arising from the misuse or erroneous employment, deployment, redeployment, and reconstitution of the eRMS Project and supporting equipment in accordance with the provisions of law and regulations which govern its activities. This assumption of liability does not apply to claims of infringement of intellectual property rights for actions that are not in breach of this Agreement.
5. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had never been included in this Agreement. In computing any period of time pursuant to this Agreement, the first day is excluded and the last day included except that if the last day falls on a Saturday, Sunday, or a day Agency has declared a holiday for its employees, these days shall be omitted. All hours stated in this Agreement are stated in Central Time as recognized in San Antonio, Texas. Words of any gender in this Agreement shall be construed to include any other genders and words in singular shall be construed to include plural and vice versa unless the context in the Agreement clearly requires otherwise. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in interpreting this Agreement.
6. Both parties understand that each will fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates or authority, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict. Resolution may include forfeiture of the use and return to STRAC of those assets described in the Schedule (A).
7. Assignment. The parties to this Agreement shall not assign any of the rights or obligation under this Agreement without the prior written consent of the other party. No official,

- employee, representative or agent of Agency has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by Agency. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement. Without the prior written approval or the prior written waiver of this right of approval from Agency, STRAC shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement other than the contract with ImageTrend. STRAC acknowledges that no officer, agent, employee or representative of the Agency, has the authority to grant such approval or waiver unless expressly granted that specific authority by Agency
8. If a change of name is required, the Agency shall be notified immediately. No change in the obligation of or to STRAC will be recognized until it is approved by the Agency.
 9. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of it, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement.
 10. No amendment, modification, or alteration of the terms of the Agreement is binding on either party unless the same is in writing, is dated subsequent to the date of this Agreement, and is duly executed by the party against whom enforcement is sought except that the Agency may, with consent of STRAC, at any time, by written document, make changes within the general scope of this Agreement in any aspect of Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the Agreement and does not result in expense to the STRAC.
 11. Each person signing this Agreement on behalf of a party confirms for the benefit of the other party that any requisite approvals from the governing body of the signing party have been obtained, and all prerequisites to the execution, delivery, and performance of this Agreement have been obtained by or on behalf of that party.
 12. Force Majeure – Either party may be excused from performance under this Agreement for any period that the party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within that party’s control.
 13. Neither party has authority for or on behalf of the other as to the subject matter of this Agreement, except as provided in this Agreement. No other authority, power, partnership, use, or rights are granted or implied except as provided by Texas or federal laws and regulations, and as defined in the Agreement and Schedule (A) to it.
 14. Neither party may incur any debt, obligation, expense, or liability of any kind on behalf of the other party without the other party’s express written approval.
 15. To the extent permitted by law, the Agency will defend and indemnify STRAC, its directors, employees, agents, and representatives (the “Indemnitees”) and hold the Indemnitees harmless against any damage, claims, suits, actions, liabilities, loss, penalties, costs, and expenses including, without limitation, reasonable attorneys’ fees arising out of or alleged to have arisen from or in any way connected to:
 - i. The misuse by the Agency of the eRMS Project and issued equipment.
 - ii. a breach of any of the representations, warranties, or obligations of this agreement by the Agency; and/or
 - iii. any claim (whether founded or unfounded) of any nature or character, arising out of or alleged to have arisen from or in any way connected to any actual or alleged

negligence or dishonesty of, or any actual or alleged act of commission or omission by the Agency or any of its employees, agents, representatives or contractors.

16. STRAC will defend and indemnify the Agency, its elected officials, directors, officers, employees, agents and representatives (the “Agency Indemnities”) and hold the Agency Indemnities harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs, and expenses including without limitation reasonable attorneys’ fees arising out of or alleged to have arisen from or in any way connected to:
 - i. any infringement of any applicable copyrights, licenses or other intellectual property or proprietary rights which may exist on materials used in this Agreement and any rights granted to Agency shall apply for the duration of this Agreement.
 - ii. a breach of any of the representations, warranties, or obligations of this Agreement by STRAC; and/or
 - iii. any claim (whether founded or unfounded) of any nature or character arising out of or alleged to have arisen from or in any way connected to any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by STRAC, or any of its employees, agents, representatives or contractors.
17. STRAC certifies that at the time of execution of this Agreement, it is not on the federal government’s list of suspended, ineligible, or debarred contractors. If the STRAC is placed on the list during the term of this Agreement, STRAC shall notify the Agency. False certification or failure to notify may result in terminating this Agreement.

AGREEMENT SIGNATURES:

The undersigned parties bind themselves to the faithful performance of the Agreement. It is mutually understood that this Agreement shall be effective if signed by a person authorized to do so according to the normal operating procedures of that party. If the governing body of a party is required to approve this Agreement, it does not become effective until approved by the governing body of that party. In that event, when this Agreement is executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of that party, a copy of the resolution or order shall be attached to this Agreement.

[Remainder of Page Intentionally Blank; Signature Page Attached]

[Signature Page to STRAC eRMS Agreement]

APPROVED AS TO FORM AND LEGALITY:	
	City of Schertz EMS Department
	By: _____ Steve Williams, City Manager
	_____ Date of Signature
APPROVED AS TO FORM AND LEGALITY:	
	Southwest Texas Regional Advisory Council
	By: _____ Eric Epley, Executive Director
	_____ Date of Signature

SCHEDULE (A)
eRMS PROJECT

I. Project Description

The eRMS Project shall include the provision of Fire and EMS records management service Agency on a Software as a Service basis. The system includes:

- Patient Care Reporting
- Fire Incident Reporting
- Personnel Management
- Continuous Quality Improvement Module
- Community Health Records Management
- Training Records Management
- Activity Tracking
- Inventory Management
- Occupancies and Fire Inspections
- Reporting, Dashboards, and Data Analysis
- Integration with Agency CAD system
- Integration with Agency monitor/defibrillator hardware
- State compliant NEMSIS reporting
- State compliant NFIRS reporting
- STRAC technical support

II. Purpose of the eRMS Project

The eRMS Project supports day to day operations of agencies in TSA-P while also increasing efficiencies with regard to patient care documentation, patient billing, performance improvement, reporting and Fire and EMS operations.

III. Compliance with Copyrights

STRAC warrants that all applicable copyrights, licenses and other intellectual property and proprietary rights which may exist on materials used in this Agreement and any rights granted to Agency shall apply for the duration of this Agreement have been adhered to and further warrants that Agency shall not be liable for any infringement of these copyrights, licenses and other rights.

----- End of Schedule A -----

SCHEDULE (B)
eRMS Project Pricing

I. Rates

STRAC shall invoice Agency based on the following rates:

eRMS Software Service:

Annual Fees:

Annual Agency Fee: \$3,000/year (billed annually each September 1 for life of agreement)

Per Run Fee: \$3.00/run (plus 3% annual increase effective each September 1 for life of agreement) based on the actual number of total runs in the previous agreement period of September 1 thru August 31. Runs are defined as those with unique incident run numbers. For example, an incident with a unique run number that generates multiple patients or an incident with a unique run number that has a fire and EMS response is counted as a single run.

Example Calculations for First Fiscal Year and Second Fiscal Year

First Year price for Schertz EMS Department starting September 1, 2023:

Actual Number of Runs in prior calendar year as provided in your initial quote: 13,886

Per Run Fee: \$3.00

Fees	Qty	Unit Price	TOTAL
Annual Agency Fee	1	\$3,000.00	\$3,000.00
Annual Per Run Fee	13,886	\$3.00	\$41,658.00
TOTAL Fees			\$44,658.00

Agency Annual Fee: \$3,000

Agency Run Volume Fee: 13,886 runs x \$3.00= \$15,336.00

Total: \$44,658.00

Second Year price for Schertz EMS Department starting September 1, 2024:

Actual Number of Runs in prior year agreement period (9/1/23 thru 8/31/24)

Per Run Fee: \$3.00 x 3% annual increase = \$3.09/Run

Fees	Qty	Unit Price	TOTAL
Annual Agency Fee	1	\$3,000.00	\$3,000.00
Annual Per Run Fee	13,900 (est).	\$3.09	\$42,951.00

TOTAL Fees			\$45,951.00
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Agency Annual Fee: \$3,000

Agency Run Volume Fee: 13,900 estimated runs x \$3.09= \$42,951.00

Total: \$45,951.00

(for example purposes only; not binding)

II. INVOICING/PAYMENTS:

STRAC shall provide Agency with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any funds are payable.

Agency shall pay STRAC by check upon satisfactory deployment and annually thereafter. STRAC will submit an invoice to the address below:

Schertz EMS Department
1400 Schertz Parkway Building 7
Schertz, TX 78154

Invoices shall include at least the following information:

- name, address, and telephone number of STRAC
- name, address, and telephone number of payment location if different from STRAC address;
- Agency Contract number;
- identification of department deployed, products or services as outlined in this Agreement;
- quantity or quantities, applicable unit prices, total prices, and total amount; and
- any additional payment information called for by this Agreement.

Payment shall be deemed to have been made on the date of mailing of the check. Agency may choose to make payment through a withhold of their County 911 funds.

Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

III. Business Records

STRAC shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Agreement for inspection, audit or reproduction by any authorized representative of Agency to the extent this detail will properly reflect these costs to Agency. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Agreement term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

----- End of Schedule (B) -----