

**RESOLUTION NO. 23-R-58**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO INTERLOCAL AGREEMENTS WITH MULTIPLE GOVERNMENTAL ENTITIES FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City renew Interlocal Agreements with surrounding communities and emergency service districts relating to the provision of emergency medical services within those jurisdictions by the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with these surrounding communities and emergency service districts pursuant to the Interlocal Agreement attached hereto as Exhibit A (the "Agreement").

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 execute and deliver the Agreement with each contracting jurisdiction in substantially the same form set forth on Exhibit A. Future amendments to the Agreement or replacement interlocal agreements with any jurisdiction that do not change or increase the City's obligations to provide services but that solely have the effect of increasing the jurisdiction's payments to the City may be executed by the City Manager without further action by the City Council.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

(CITY SEAL)

## EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT

This Emergency Medical Services Interlocal Agreement, effective as of October 1, 2023 (this "Agreement"), is between the City of Schertz, Texas, a political subdivision of the State of Texas (the "City"), and the {insert political subdivision name}, a political subdivision of the State of Texas (the "Contracting Jurisdiction").

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

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

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

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

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

Section 1. Purpose. (a) The City agrees that during the term of this Agreement the City 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 jurisdiction of the Contracting Jurisdiction (the "Service Area"). The Contracting Jurisdiction understands and agrees that timeliness of response is dependent on the level of demand throughout the Department's response area and that calls are answered on a next available-ambulance basis.

(b) The Contracting Jurisdiction shall arrange for dispatch of requests for assistance directly to the Department by the Department's radio frequency or via telephone to the Department's primary dispatch agency (City of Schertz Police Department). Such dispatch services shall be initiated on the radio frequency specified and, in a manner, approved by the Department.

(c) The 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.

(d) The City agrees to permit the Contracting Jurisdiction to review the Department's run statistics maintained in the Department's offices. Due to patient privacy considerations, reports containing specific patient information shall not be made available to the Contracting Jurisdiction without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

Section 2. Term and Renewal. This Agreement shall be for a term commencing with the effective date of this Agreement through and including September 30, 2024 (the "Initial Term"). This Agreement shall thereafter be automatically renewed for four (4) succeeding periods of one year (each, a "Renewal 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 at least one year prior to the desired end of this Agreement.

Section 3. Consideration. (a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term and each Renewal Term, the Contracting Jurisdiction agrees to pay the City \$17.07 per citizen based upon the most recent population estimates payable in four equal installments on the first day of each quarter of the Contracting Jurisdiction's fiscal year. This Initial Term payment will be {Total Dollar Amount} based upon a population of {Population} residents.

(b) Prior to the beginning of each Renewal Term, the Consideration per citizen 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 three (3%) percent of the annual fee for the previous year. In addition, population estimates for the Service Area shall be updated for each Renewal Term and shall be effective with the beginning of each Renewal Term.

(c) Any party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

(d) The Contracting Jurisdiction agrees that, in addition to the fee payable by the Contracting Jurisdiction to the City pursuant to Section 3(a), patients shall be billed by the City for all services rendered to them by the Department. The Contracting Jurisdiction agrees to assist the City in developing information to permit the City to collect such charges. In no event shall the City or the Contracting Jurisdiction be responsible for payment of such patient charges.

Section 4. Authorization. This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties 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.

Section 5. Amendments. This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

Section 6. Governmental Functions; Liability; No Waiver of Immunity or Defenses.

(a) 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.

(b) The services provided for herein are governmental functions, and the City and the Contracting Entity shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

(c) The relationship of the Contracting Entity 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.

(d) 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.

(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 the City nor the Contracting Entity 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.

Section 7. Notices.

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

SCHERTZ:	City of Schertz
	1400 Schertz Parkway, Building #1
	Schertz, Texas 78154
	Attention: City Manager
{NAME}:	{Political Subdivision Name/Address}

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

Section 8. **Severability.** 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 to the extent that it does not destroy the benefit of the bargain.

Section 9. **Entire Agreement.** This Agreement is the entire agreement between the City and the Contracting Entity as to the subject matter hereof 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 both Parties in accordance with the formalities of this Agreement.

Section 10. **Governing Law; Venue.** All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in the city limits of the **{POLITICAL SUBDIVISION}**, in Guadalupe, Bexar, and Comal Counties of Texas. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State Courts of Guadalupe County, Texas. The Parties agree to submit to the jurisdiction of said court.

*[ Signatures and acknowledgements on the following pages ]*

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS  
AND THE {POLITICAL SUBDIVISION}, TEXAS**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

**CITY OF SCHERTZ, TEXAS**

By: \_\_\_\_\_

Steve Williams, City Manager

**SIGNATURE PAGE TO**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS  
AND THE {POLITICAL SUBDIVISION}, TEXAS**

**{POLITICAL SUBDIVISION},**

By: \_\_\_\_\_