

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF RICHMOND FOR FIRST RESPONDER AND EMS SERVICES

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, herein referred to as “**COUNTY**,” and the CITY OF RICHMOND, a municipal corporation of the State of Texas, acting herein by and through their City Council, hereinafter referred to as “**CITY**”.

RECITALS

WHEREAS, Fort Bend County (hereinafter “County”) and the City of Richmond (hereinafter “City”) are authorized to participate with other local governmental entities to engage in cooperative activities in the provision of governmental services, including first responder and pre-hospital emergency medical services; and

WHEREAS, County provides Mobile Intensive Care Unit (“MICU”) coverage twenty-four (24) hours each day to all areas within Fort Bend County, Texas through Fort Bend County Emergency Medical Services (hereinafter “EMS”); and

WHEREAS, City provides first responder services and pre-hospital emergency medical services through the Richmond Fire Department; and

WHEREAS, EMS is a licensed provider of Mobile Intensive Care coverage within the County; and

WHEREAS, City, through its Fire Department, supplements EMS coverage as a first responder within the corporate limits of the City; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the cooperative provision of first responder and EMS services contemplated in this Agreement serves a County purpose; and

WHEREAS, the City Commission of the City of Richmond finds that the cooperative provision of first responder and EMS services contemplated in this Agreement provides a public service for the residents of the City; and

WHEREAS, the City and the County agree to participate in this cooperative provision of first responder and EMS services according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the obligations of City and County related to the cooperative provision of first responder and EMS services in the City of Richmond, Texas.

Section 2. Definitions

- A. **Advanced life support (ALS)** means emergency prehospital care that uses invasive medical acts; including, but not limited to: advanced airway management, intravenous invasive therapies, and limited pharmacological therapy.
- B. **Basic life support (BLS)** means emergency prehospital care that uses noninvasive medical acts; including, but not limited to: patient assessment, CPR with S.A.D, Standing Orders, basic airway management, oxygen administration, bandaging, splinting, spinal immobilization.
- C. **City** means City of Richmond, Texas.
- D. **County** means Fort Bend County, Texas.
- E. **First responder services** means services, while working in cooperation with a licensed emergency medical services provider, providing immediate on-scene care to ill or injured persons but does not transport those persons.
- F. **Emergency medical care** means bona fide emergency services provided after the sudden onset of a medical or traumatic condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:
 - (A) placing the patient's health in serious jeopardy;
 - (B) serious impairment to bodily functions; or
 - (C) serious dysfunction of any bodily organ or part.
- G. **Emergency Medical Services** means services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.

Section 3. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 4. County Rights and Obligations

- A. The County is responsible for providing EMS services within the City.
- B. The County shall provide City with copies of the Standing Delegated Orders and protocols approved by the Fort Bend County EMS Medical Director.
- C. The County shall review the Standing Delegated Orders, protocols, and equipment of the City and report to the City any variances from the County Standing Delegated Orders and protocols.
- D. The County shall provide City with its standard form for First Responder Patient Care Report.
- E. The County may replace all disposable or interchangeable supplies used by the City in providing first responder services in accordance with the current county policy. No delay in patient care will occur for the exchange of supplies.
- F. The County shall assist City in developing an EMS Quality Improvement program for City personnel.
- G. County EMS paramedic personnel will assume complete control of patient care upon arrive at the scene.
- H. County EMS personnel may request City personnel to assist the paramedic in the ambulance in route to the hospital.
- I. County EMS Communication Center shall dispatch calls for emergency medical services and may dispatch units in a non-emergency mode.
- J. County EMS is not responsible for patient care rendered, training accidents, injuries, disease exposure, or any liability involving City personnel, equipment, supplies, or vehicles.

Section 5. City Rights and Obligations

- A. City shall comply with the Emergency Medical Service Rules, Texas Administrative Code, Title 25, Section 157.14.
- B. City personnel providing patient care shall be certified or licensed, in an active status, by the Texas Department of Health as an Emergency Care Attendant, Emergency Medical Technician—Basic, Emergency Medical Technician—Advanced, Emergency Medical Technician—Paramedic, or Licensed Paramedic.
- C. The City shall provide all necessary equipment and supplies need to provide patient care in accordance with the protocols in the County Standing Delegated Orders. City shall be allowed to provide and carry advanced level EMS equipment to support patient care not to exceed protocols as specified by City's Medical Director.
- D. The City shall provide all patient care following Standing Delegated Orders (protocols) and equipment as approved by the EMS Medical Director in accordance with their accepted scope of practice.

E. The City shall respond 24 hours per day, seven days a week. Subject to availability of personnel as determined in the sole discretion of the Fire Chief or designee, City shall respond to calls for assistance Code-3, or emergency traffic following standard dispatch procedures. The city personnel may downgrade a responding ambulance unit not on location to a non-emergency mode if the patient's condition does not warrant an emergency response. City personnel may cancel an ambulance in route to a scene if no emergency exists on scene and no patients are located.

F. City personnel shall be identified on the scene by at least the following: name of service, name of individual, and level of EMS certification or licensure.

G. City shall utilize First Responder Patient Care Report (written run record) and shall make such record available to EMS upon request. The First Responder Patient Care Report shall be approved by the EMS Medical Director. City shall have First Responder Patient Care Reports at every scene. A First Responder Patient Care Report shall be completed for every patient, including refusal of service. A copy of the completed report will be provided to EMS within five days of a request for such report. City shall maintain copies of patient care reports in accordance with City's record retention policy.

H. Except as otherwise provided by law, City and its personnel shall maintain verbal and written patient confidentiality.

I. City personnel are to conduct themselves to the same standards of professional ethics, behavior, demeanor, and patient care required by the County Standing Delegated Orders and protocols.

J. City personnel shall transfer care of the patient, deliver a verbal report of assessment findings and treatment rendered upon EMS personnel arriving on scene and assuming control of patient care. City personnel shall remain on the scene and assist the paramedic with patient care procedures until relieved.

K. City personnel shall not provide any procedure that is beyond their level of EMS certification or licensure and will not perform any procedure not authorized by EMS Medical Director or the First Responder Protocols.

L. City is not responsible for patient care rendered, training accidents, injuries, disease exposure, or any liability involving County and County EMS personnel, equipment, supplies, or vehicles.

M. Subject to availability of personnel as determined in the sole discretion of the Fire Chief or designee, upon request of EMS, City personnel may accompany EMS personnel in the ambulance in route to the hospital to assist the paramedic with patient care.

Section 6. Liability

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Neither party waives any immunity from liability or limitation of liability provided by the Texas Constitution or statutes. Neither party assumes responsibility for the actions of the other party.

Section 7. No Joint Employment

A. In the performance of work or services hereunder, the City personnel and any of its agents, employees, officers, or volunteers performing the work required hereunder shall be considered employees of the City, or where permitted, its subcontractors, and shall not be considered employees of the County or EMS.

B. In the performance of work or services hereunder, the County and EMS personnel and any of their agents, employees, officers, or volunteers performing the work required hereunder shall be considered employees of the County or EMS, or where permitted, their subcontractors, and shall not be considered employees of the City.

C. Each Party shall, with respect to its own employees, shall be responsible for withholding federal, state, and local income taxes, paying social security taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by the Texas Labor Code.

D. Each Party and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of any other Party and shall not be entitled to any of the privileges or benefits of the other Party's employment.

Section 8. Payments from Current Appropriations

Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

Section 9. Insurance Requirements

Each Party agrees that it will maintain insurance and coverage in the types and coverages listed below:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. Medical Profession Liability Insurance, \$1,000,000 per claim/annual aggregate.

Each policy shall contain a waiver of subrogation clause.

Section 10. Assignment

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

Section 11. No Third Party Beneficiaries

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

Section 12. Notices

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
With a copy to:	Fort Bend County EMS Attn: Chief of EMS 4332 Highway 36 Rosenberg, Texas 77471
City:	City of Richmond, Texas Attn: Terri Vela, City Manager 402 Morton Street Richmond, Texas 77469

Section 13. Term

This Agreement shall become effective on the date executed by the final party, and shall remain in effect until September 30, 2020, with automatic one-year renewals unless terminated early by either party by giving at least thirty (30) day written notice to the other party or unless the project has been completed.

Section 14. Miscellaneous

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

- A. Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.
- B. In the event of one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- D. It is specifically understood and agreed that no funds have been appropriated by Fort Bend County under this Agreement. Therefore, in the event that the appropriation of funds becomes necessary to effectuate any terms of this Agreement, and no such funds are appropriated, then Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

Section 15. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 16. Execution

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies.

[EXECUTION PAGE FOLLOWS]


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS

CITY OF RICHMOND, TEXAS

KP George, County Judge



Evalyn W. Moore, Mayor

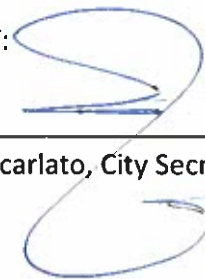
Date: _____

Date: _____

ATTEST:

ATTEST:

Laura Richard, County Clerk



Laura Scarlato, City Secretary

APPROVED:

M. desVignes-Kendrick, MD, MPH, FAAP
FBCHHS Director

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

FORT BEND COUNTY

CITY OF RICHMOND

LaNetra S. Lary, Assistant County Attorney



Gary W. Smith, City Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor