



Deputy City Secretary

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

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July 8, 2011

Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To Whom It May Concern:

At its meeting of June 20, 2011, City Council authorized an agreement between the City of Missouri City and Fort Bend County for first responder services.

The City is enclosing (2) original versions of the agreement. Upon obtaining the appropriate signatures, please return (1) original to us for our files in the enclosed envelope.

Thank you and please call should you have any questions.

Sincerely,

Maria Gonzalez
Deputy City Secretary

c: City Attorney Kelley
Fire Chief Sanders
Records Coordinator Berglund

COUNTY JUDGE
RECEIVED
JUL 11 2011

CITY OF MISSOURI CITY

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

**FIRST RESPONDER COOPERATION AGREEMENT BETWEEN
THE CITY OF MISSOURI CITY AND FORT BEND COUNTY**

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, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the CITY OF MISSOURI CITY, a municipal corporation of the State of Texas, acting herein by and through their City Council.

WHEREAS, Missouri City, through Missouri City Fire and Rescue Services (hereinafter, "City"), is an official First Responder of emergency medical services;

WHEREAS, Fort Bend County, through Fort Bend County Emergency Medical Service (hereinafter, "County"), is a licensed emergency medical services provider providing MICU coverage twenty-four (24) hours each day to all areas within Fort Bend County, Texas; and

WHEREAS, CITY is one of numerous different First Responder organizations augmenting the local EMS system;

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, COUNTY and CITY hereby agree as follows:

I. SERVICES PROVIDED

1.01 It is hereby agreed and understood that CITY shall be utilized as a First Responder and dispatched to calls following current dispatch protocol and procedures and equipment, as determined by COUNTY in conjunction with CITY.

1.02 CITY will be providing as a minimum, basic life support (BLS) and semi-automatic external defibrillator services to resuscitate and/or stabilize the patient(s) and limited advanced life support (ALS) procedures under the medical direction of the CITY's Medical Director. By agreement with COUNTY and their EMS Medical Director, CITY shall be capable of initiating ALS, invasive therapy including Endotracheal Intubation, Intravenous Line and Pharmacological Therapy necessary to resuscitate and/or stabilize the patient(s) until the arrival of COUNTY.

1.03 CITY personnel shall follow the Standing Delegated Orders and protocols approved by the COUNTY Emergency Services Medical Director.

1.04 Basic life support (BLS) functions include, but are not limited to the following: Patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging, splinting, spinal immobilization, etc.

1.05 Advanced Life Support - ALS functions include, but are not limited to advanced airway management, intravenous invasive therapies, and limited pharmacological therapy.

II. PROVISIONS

In accordance with Emergency Medical Service Rules, Texas Administrative Codes, Title 25, Part I, Chapter 157.14, CITY agrees to the following:

2.01 CITY personnel providing patient care must 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 – Intermediate, Emergency Medical Technician – Paramedic, or Licensed Paramedic.

2.02 CITY personnel will provide patient care following Standing Delegation Orders (protocols) and equipment as approved by the COUNTY Medical Director.

2.03 CITY will respond 24 hours per day, seven days a week if the CITY system status allows.

2.04 CITY personnel must be identified on the scene by at least the following: name of service, name of individual, and level of EMS certification or licensure.

2.05 CITY will provide all necessary equipment and supplies needed to provide patient care in accordance with the protocols. Disposable or interchangeable supplies may be replaced by COUNTY per current county policy. No delay in patient care will occur for the exchange of supplies.

2.06 CITY will respond to calls for assistance Code-3, or emergency traffic following standard dispatch procedures. The EMS Communication Center may dispatch units in a non-emergency mode and this procedure will be followed. 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 en route to a scene if no emergency exists on scene and no patients are located. If COUNTY or the EMS Communication Center determines that a situation no longer requires CITY assistance, COUNTY will cancel any CITY unit en route to the call which has not yet arrived on scene. As directed by the Medical Director of COUNTY, CITY units 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.

2.07 A First Responder Patient Care Report (written run record) shall be available to COUNTY upon request. The Medical Director of COUNTY will approve the Patient Care Report. CITY will insure that report forms are available on every scene, and properly completed for every patient, including refusal of service. A copy of the completed patient care report will be provided to COUNTY within five (5) days of the request. CITY will maintain copies of all patient care reports.

2.08 Except as otherwise provided by law, CITY and personnel will be responsible for maintaining verbal and written patient confidentiality.

2.09 COUNTY may assist CITY in developing an EMS Quality Improvement program for its personnel. CITY personnel will be held to the same high standards of professional ethics, behavior, demeanor, and patient care as provided by COUNTY personnel.

2.10 COUNTY paramedic personnel will assume complete control of patient care upon

arrival at the scene and proper transfer of care including a verbal report of assessment findings and treatment rendered. CITY personnel will remain on the scene and assist the paramedic with patient care procedures until relieved. CITY personnel will not provide any procedure that is beyond their level of EMS certification or licensure, and will not perform any procedure not authorized by the EMS Medical Director of the First Responder Protocols.

2.11 CITY personnel may be requested to assist the paramedic in the ambulance en route to the hospital. This request will be honored so long as the CITY's response territory remains with adequate coverage.

2.12 Fort Bend County and COUNTY will not be responsible for patient care rendered, training accidents, injuries, disease exposure or any liability involving CITY personnel, equipment, supplies, or vehicles.

III. INDEPENDENT CONTRACTOR

3.01 In the performance of work or services hereunder, CITY is deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of CITY or, where permitted, of its subcontractors. CITY shall assume sole and exclusive responsibility for the payment of wages to employees for services performed under this agreement. CITY shall, with respect to said employees, be responsible for withholding federal, state, and local income taxes, paying social security taxes, unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by the State of Texas Labor Code.

3.02 CITY 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 Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

IV. LIABILITY INSURANCE

4.01 Commercial General Liability: CITY agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.

4.02 Automobile Liability: CITY agrees to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$1,000,000 combined single limit per accident for bodily injury and property damage.

4.03 Workers' Compensation and Employer's Liability: CITY agrees to maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability limits of \$500,000 per accident.

4.04 Medical Professional Liability: CITY agrees to maintain Medical Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate.

4.05 CITY agrees to name Fort Bend County, its elected and appointed officials, employees and agents as additional insureds to required coverage except for Workers' Compensation. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of

or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County. Any termination of coverage shall result in immediate termination of this agreement. Policies shall provide waiver of subrogation in favor of Fort Bend County.

4.06 Coverages shall be with a company (WITH AT LEAST AN A- BEST RATING) acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certificate of coverage shall be delivered to County on or before the date of this agreement.

V. TERM

5.01 The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2011, with automatic one-year renewals unless terminated earlier by either party by giving at least ten (10) days written notice to the other party.

5.02 The indemnification provision of Section VI shall survive the termination of this Agreement.

VI. MISCELLANEOUS

6.01 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.

6.02 Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

6.03 Neither party may assign any rights nor obligations under this agreement without the prior written consent of the other party to the agreement.

6.04 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.

6.05 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.

6.06 **INDEMNIFICATION:** CITY AGREES, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS WITH RESPECT TO ANY CLAIM, DEMAND OR SUIT ARISING OUT OF CITY'S ACTIVITIES UNDER THIS AGREEMENT.

VII. NOTICES

Notices, correspondence, and all other communications shall be addressed to Fort Bend County and submitted to the following representative:

To COUNTY:	Fort Bend County Judge 301 Jackson, Suite 719 Richmond, Texas 77469
With copy to FBC EMS:	EMS Director 4332 Highway 36 Rosenberg, Texas 77471
MISSOURI CITY Fire & RESCUE SERVICES	Attention: Fire Chief 3849 Cartwright Road Missouri City, Texas 77459

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[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below:

FORT BEND COUNTY

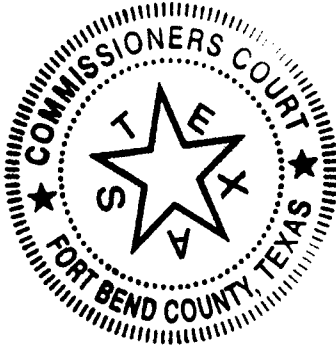
By: 

Robert E. Hebert, County Judge

Date: August 9, 2011

Attest:


Dianne Wilson, County Clerk



MEDICAL DIRECTOR FOR
FORT BEND COUNTY EMS

By: 

Title: MEDICAL DIRECTOR

Date: 08/04/2011

CITY OF MISSOURI CITY

By: 

Allen Owen, Mayor

Date: 6.20.2011

Attest:


Maria Gonzalez, Interim City Secretary

MEDICAL DIRECTOR FOR
MISSOURI CITY FIRE & RESCUE SERVICES

By: 

Title: MEDICAL DIRECTOR

Date: 07/6/2011