

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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§

KNOW ALL PERSONS BY THESE PRESENTS

**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; and

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

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; and

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:

**SECTION 1. PURPOSE**

- 1.01. The purpose of this Agreement between COUNTY and CITY is to foster the more efficient provision of first responder emergency medical services through cooperation between COUNTY and CITY.

**SECTION 2. SERVICES PROVIDED**

- 2.01 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.
- 2.02 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.
- 2.03 To the extent permitted by applicable law, CITY personnel shall follow the Standing Delegated Orders and protocols approved by the CITY Medical Director and reviewed by the COUNTY Medical Director.

- 2.04 Basic life support (BLS) functions include, but are not limited to the following: Patient assessment, CPR with semi-automatic external defibrillator, Standing Orders, basic airway management, oxygen administration, bandaging, splinting, spinal immobilization, etc.
- 2.05 Advanced Life Support - ALS functions include, but are not limited to advanced airway management, intravenous invasive therapies, and limited pharmacological therapy.

### **SECTION 3.     PROVISIONS**

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

- 3.01 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.
- 3.02 To the extent permitted by law, CITY personnel will provide patient care following Standing Delegation Orders (protocols) and equipment as approved by the CITY Medical Director.
- 3.03 CITY will respond 24 hours per day, seven days a week.
- 3.04 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.
- 3.05 CITY will provide all necessary equipment and supplies needed to provide patient care in accordance with this Agreement. Disposable or interchangeable supplies shall be replaced by COUNTY on a monthly basis. CITY shall provide COUNTY with an inventory for all disposable and interchangeable equipment and supplies used by CITY in the previous calendar month on or before the fifteenth (15th) day after the final day of such month in the manner provided for by this Agreement, and COUNTY shall replace such equipment and supplies on or before the thirtieth (30th) day after the receipt of such inventory. Medical supplies will not be replaced by CITY directly from MICU, from the EMS Crew or from the EMS supply locker.
- 3.06 COUNTY shall provide CITY with advanced notification of EMS training opportunities. Each training opportunity shall consist of full participation in any scheduled training course or exercise conducted by COUNTY. CITY staff will pre-register with COUNTY in advance for the training opportunity. Last minute or drop in attendees without pre-registration will not be admitted. CITY shall be responsible for all travel costs and registration fees (if applicable) for CITY employees associated with such training.
- 3.07 CITY will respond to calls for assistance following standard dispatch and response procedures. 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. As directed by the Medical Director of CITY, 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.

- 3.08 A First Responder Patient Care Report (written run record) shall be available to COUNTY upon request. The Medical Director of CITY will approve the Patient Care Report. CITY will ensure that report forms are available on every scene, and properly completed for every patient, including those who refuse 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.
- 3.09 Exchange of Protected Health Information is covered by the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and may be freely exchanged between CITY and COUNTY for the continued treatment, payment and healthcare operations concerning a defined patient.
- 3.10 Except as otherwise provided by law, CITY and personnel will be responsible for maintaining verbal and written patient confidentiality.
- 3.11 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.
- 3.12 COUNTY paramedic personnel will assume complete control of patient care upon arrival at the scene and after proper transfer of care including provision by CITY personnel of 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, licensure or scope of practice and will not perform any procedure not authorized by the CITY EMS Medical Director of the First Responder Protocols.
- 3.13 CITY personnel may be requested to assist a paramedic in the ambulance en route to the hospital (ALS Intercept). This request will be honored so long as the CITY's response territory remains with adequate coverage.
- 3.14 COUNTY will not be responsible for patient care rendered, training accidents, injuries, disease exposure or any liability caused by the other party's personnel, equipment, supplies, or vehicles.
- 3.15 Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law

#### **SECTION 4. INDEPENDENT CONTRACTOR**

- 4.01 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 its 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.

- 4.02 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.

## **SECTION 5. LIABILITY INSURANCE**

- 5.01. 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.
- 5.02. 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.
- 5.03. 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.
- 5.04. Medical Professional Liability: CITY agrees to maintain Medical Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 5.05. 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.
- 5.06. 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.

## **SECTION 6. TERM**

- 6.01 The term of this Agreement shall be effective from the date executed by the last party hereto until May 31, 2019, with up to three (3) automatic one-year renewals, pursuant to CITY'S purchasing policy, unless terminated earlier by either party by giving at least ten (10) days written notice to the other party.
- 6.02 The indemnification provision of Section VII shall survive the termination of this Agreement.

## **SECTION 7. MISCELLANEOUS**

- 7.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.
- 7.02 Nothing in the Agreement shall be construed to waive either party's sovereign immunity. Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

- 7.03 The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.
- 7.04 Neither party may assign any rights or obligations under this agreement without the prior written consent of the other party to the agreement.
- 7.05 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.
- 7.06 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.
- 7.07 **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.**
- 7.08 This Agreement is solely for the benefit of COUNTY and CITY and shall not be construed to confer any benefit on any other person except as expressly provided for herein.
- 7.09 Current Revenues. All obligations to be paid by a party are payable from current revenues available to the paying party.
- 7.10 It is further agreed and understood that either party will have full authority and discretion to implement and enforce this Agreement.

#### **SECTION 8. NOTICES**

- 8.01 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: Fort Bend County EMS  
Attention: Chief of EMS  
4332 Highway 36  
Rosenberg, Texas 77471

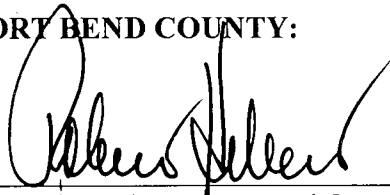
M. desVignes-Kendrick, M.D., MPH  
Director, Health and Human Services  
4520 Reading Rd. Ste. A  
Rosenberg, TX 77471

To CITY: MISSOURI CITY Fire & RESCUE SERVICES  
Attention: Fire Chief  
3849 Cartwright Road  
Missouri City, Texas 77459

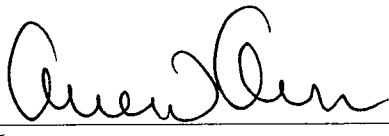
*[EXECUTION PAGE FOLLOWS]*

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and the COUNTY upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

**FORT BEND COUNTY:**

  
Robert E. Hebert, Fort Bend County Judge

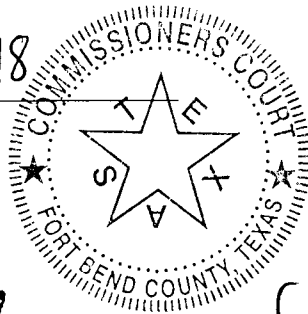
**CITY OF MISSOURI CITY:**

  
Mayor

Date: 7.24.2018

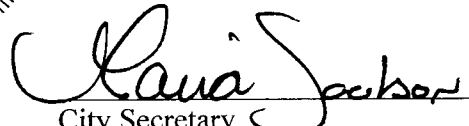
Attest:

  
Laura Richard, Fort Bend County Clerk





Date: 7.2.2018

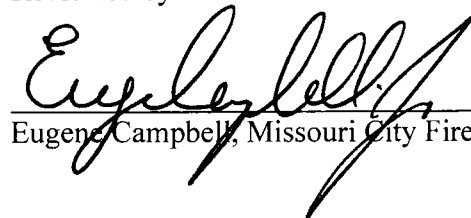
Attest:

  
City Secretary

Reviewed by:

  
M. des Vignes-Kendrick, MD, MPH, FAAP  
FBCHHS Director  
  
Graig Temple, Chief of FBC EMS

Reviewed by:

  
Eugene Campbell, Missouri City Fire Chief

