

**EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN ANGLETON AREA EMERGENCY MEDICAL CORPS, INC. AND
THE CITY OF ANGLETON**

Introduction:

This Emergency Medical Services Agreement dated as of this ____ day of _____, 2011, is between the City of Angleton, a home rule municipality, and Angleton Area Emergency Medical Corps, Inc., a non-profit corporation.

Recitals:

WHEREAS, emergency medical services are a public necessity for the citizens of Angleton;

WHEREAS, the City of Angleton (CITY) desires to contract with an emergency medical services provider to furnish such services; and

WHEREAS, Angleton Area Emergency Medical Corps, Inc., (AAEMC) has agreed to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the CITY and AAEMC contract and agree as follows:

**I.
Service**

It is hereby agreed by and between CITY and AAEMC that AAEMC will furnish and provide emergency medical services to the residents of the City of Angleton.

**II.
Term**

The term of this Agreement shall begin on August 1, 2011, and shall be in force and effect for one (1) year. The Agreement shall continue from year to year thereafter unless either party elects to terminate the Agreement by giving at least 90 days advance written notice.

**III.
Termination**

This Agreement may be terminated in the following ways:

- (a.) CITY may terminate this Agreement on May 31 of any given year after the initial term of this Agreement has expired. CITY must send ninety (90) days written notice of the termination to AAEMC. AAEMC must continue to provide service to the CITY during this time. AAEMC shall then have twenty-one (21) days to request a hearing before City Council.

- (b.) AAEMC may terminate this Agreement on May 31 of any given year after the initial term of this Agreement has expired. AAEMC must give ninety (90) days written notice to CITY. AAEMC must continue to provide service to the CITY during this time.
- (c.) This Agreement may be terminated upon written, mutual agreement.
- (d.) This agreement may also be terminated by CITY, with seven (7) days written notice of termination to AAEMC if AAEMC:
- (i.) Files a voluntary petition in bankruptcy or is deemed bankrupt under such bankruptcy laws or provisions which would not allow the AAEMC to fulfill its obligations and agreements under this agreement; or
 - (ii.) Institutes or suffers to be instituted any proceeding for a reorganization or rearrangement of its affairs; or
 - (iii.) Makes an assignment for the benefit of creditors, if such assignment would prohibit AAEMC from fulfilling its obligations under this agreement. AAEMC shall give notice to CITY of any such assignment; or
 - (iv.) Becomes insolvent or has a receiver of assets or property appointed; or
 - (v.) Defaults in the performance of any requirement, term or condition of this agreement and such default continues for a period of ten (10) days after the receipt of written notice from CITY of said default.
- (e.) This agreement may also be terminated by AAEMC, with seven (7) days written notice of termination to CITY if CITY defaults in the performance of any requirement, term or condition of this agreement and such default continues for a period of ten (10) days after the receipt of written notice from EMS of said default, unless disputed by the CITY. If disputed, the CITY shall have twenty-one (21) days to request a hearing before the AAEMC Board of Directors.
- (f.) If the Agreement is terminated, CITY shall pay AAEMC a pro-rata portion of its compensation, if due.

IV. Responsibilities of the City of Angleton

CITY shall provide the following to AAEMC:

- (a.) Compensation to be utilized for fuel, communication equipment and operating expenses that impacts service within the City limits of Angleton, shall be at a rate of \$16.65 per response. During the year, this will not exceed \$36,630. No cash payments shall be made to AAEMC if full amount allotted for fuel is not utilized.
- (b.) The Angleton Police Department will be the primary dispatch center and time keeper for all calls, however, if the call is in an area outside the City, additional information needed or additional requests should be made through the Brazoria County Dispatch Center;
- (c.) Continued maintenance of a system of voluntary contributions/payments from Angleton utility customers;
- (d.) Voluntary water bill contributions will increase to \$3.50 a month per meter;

(e.) Documentation and CAD reports of EMS responses dispatched by Angleton Police Department.

(f.) The CITY shall ensure that the Contractor provides all 911 services unless mutual aid is needed at the request of the Contractor.

The CITY operates and is funded on a fiscal year basis; accordingly, the CITY reserves the right to terminate, without liability, any contract for which funding is not available. Termination of the contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

V. Responsibilities of AAEMC

AAEMC shall provide the following to CITY:

- (a.) A monthly run report showing number of EMS responses within the City limits of Angleton.
- (b.) Twenty-four (24) hour per day, seven (7) day a week BLS/MICU capable emergency medical services within the city limits of the City of Angleton, in accordance with all applicable laws and Texas Department of State Health Services regulations;
- (c.) During daytime hours (6 a.m to 6 p.m.) sufficient staff to operate one (1) BLS/MICU capable ambulances with a minimum of one EMT and one Paramedic;
- (d.) During nighttime hours (6 p.m. to 6 a.m.) sufficient staff to operate one (1) BLS/MICU capable ambulance with a minimum of one EMT and one Paramedic;
- (e.) Responsible, competent, well-trained personnel who are certified by the Texas Department of State Health Services.
- (f.) Facilities, including, EMS stations, ambulances, equipment that is in a state of good repair and in compliance with Texas Department of State Health Services regulations.
- (g.) Provide service to the CITY as per agreed performance measures, which are attached as **Exhibit "A"** and incorporated fully as if set forth herein;
- (h.) Worker's compensation and liability coverage for all personnel;
- (i.) Continuing education to its staff at no charge to the CITY;
- (j.) Standby, on-site emergency medical services stand-by, with a live ambulance, at no charge for fire and police calls and City events such as, but not limited to, Heart of Christmas 80% of the time;
- (k.) CPR, defibrillator and special first aid training to the Employees of the City of Angleton and Angleton Volunteer Fire Department on an as-needed basis;
- (l.) Reasonable care while operating the ambulances;

(m.) Trained Emergency Medical Technicians and Paramedics with a valid certification from the Texas Department of State Health Services; and

AAEMC shall maintain a Continuous Quality Improvement program to ensure that all responses are conducted in a manner that provides the residents of Angleton with the highest standard of care.

AAEMC shall at all times conduct its activities in accordance with all current statutes, rules and regulations of any and all governmental bodies (including, but not limited to, the Texas Department of Health) and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body for AAEMC to provide the Emergency Services.

AAEMC shall at all times maintain each unit's license in accordance with guidelines set forth by the Texas Department of State Health Services governing ambulances, and be in compliance with all State laws.

AAEMC may provide services to areas other than the City of Angleton community. However, these services shall not interfere with or delay AAEMC services to City of Angleton residents under this Agreement.

VI. Disaster Response

AAEMC shall provide at least two (2) staffed BLS/MICU capable ambulances, a minimum of one at the BLS level and one at the MICU level for disaster response services provided during events that cause the mayor to proclaim a local state of disaster, such as hurricanes.

VII. Reporting Requirements

AAEMC shall provide CITY a copy of the annual audit AAEMC submits to the Brazoria County Emergency Services District No. 3, no later than September 1, of each contract year.

In addition to the copy of the audit, AAEMC will submit the following to the CITY no later than 120 days after the fiscal year end:

1. Form 990, Annual Income Tax Return for Non-profit Entities
2. Balance Sheet as of the fiscal year end
3. Statement of Income and Expenses [profit and loss] for the fiscal year ended [actual compared with budget]

AAEMC shall:

Submit quarterly operational reports to the City Manager of the number of calls inside Angleton city limits, number of calls outside Angleton city limits, the nature of EMS calls and response and enroute times; and

Additionally, AAEMC shall submit its annual budget for the upcoming fiscal year to the CITY no later than July 1 of each calendar year.

All books, records, accounts of AAEMC shall be open for inspection by CITY or the CITY's authorized representative at all reasonable times.

VIII. Communications

CITY shall provide a liaison to the AAEMC Board of Directors. The liaison may attend AAEMC Board meetings in order to facilitate communications between the Board and the City. The Liaison's role is not to help the Board manage the affairs of AAEMC, but is rather to attend the Board meetings and report the activities of the Board to the City Council in an independent and unbiased manner. The Liaison shall neither vote on matters before the Board nor give advice to the Board. The Liaison may vote on AAEMC matters at City Council meetings.

IX. Insurance and Indemnity

- (a.) AAEMC shall carry worker's compensation and a minimum of the following insurance:

Professional Health Care Liability

<u>Coverage</u>	<u>Limits</u>
Each occurrence or Medical Incident	\$1,000,000
Personal and Advertising Injury (each offense)	\$1,000,000
Fire Damage Legal Liability (any one fire)	\$1,000,000
Medical Expense (each person)	\$5,000
General Aggregate	\$3,000,000
Product/Completed Operations Aggregate	\$3,000,000

Management Liability

<u>Coverage</u>	<u>Limits</u>
Each Offense or Wrongful Act	\$1,000,000
Aggregate	\$3,000,000
Defense Expense for Injunctive Relief	\$5,000

Umbrella/Excess Liability

<u>Coverage</u>	<u>Limits</u>
Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

- (b.) The City of Angleton shall be an additional insured on all policies, except worker's compensation and professional liability.

(c.) **AAEMC AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING FROM OR CAUSED BY ANY ACT OR OMISSION OF AAEMC, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN PERFORMING ITS OBLIGATION UNDER THIS AGREEMENT.**

(d.) **Waiver of Subrogation.** AAEMC further agrees to waive any and all claims and suits covered by this indemnity provision and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the city, its officers, agents, or employees. **Workers' compensation and professional liability insurance policies will provide a waiver of subrogation in favor of the City.**

(e.) All insurance policies shall be subject to the examination and approval of CITY for adequacy as to form and content, form of protection, and insurance company. AAEMC shall furnish to City Manager certificates or copies of the policies, plainly and clearly evidencing such insurance, within ten (10) days after execution of the Agreement and thereafter new certificates or policies prior to the expiration date of any prior certificate or policy. All policies or certificates required herein shall also state that such insurance shall not be canceled or changed in limits by endorsement without a minimum of thirty (30) days advance notice in writing to CITY.

X. MISCELLANEOUS

(a.) **AAEMC is an Independent Contractor.** AAEMC is and shall be deemed to be an "independent contractor," not an agent, servant, or employee of CITY. Likewise, employees of AAEMC are not the agents, servants, or employees of CITY nor shall they portray themselves as such in any way or manner. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between AAEMC and CITY. If compensation is paid by AAEMC to any person, AAEMC shall be liable for payment of all taxes (including income, social security, withholding and unemployment taxes – state and federal), and AAEMC shall comply at all times with overtime requirements under the Federal Fair Labor Standards Act. Further, AAEMC shall provide Worker's Compensation Insurance on all personnel (paid and volunteers).

(b.) **Tax Certification.** AAEMC hereby certifies that it is not delinquent in the payment of any taxes owed to CITY or that it will pay any taxes owed to CITY so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the Agreement at the option of CITY.

(c.) **Offset of Other Debts Against CITY.** AAEMC agrees that CITY is entitled to counterclaim and offset against any debt, claim, demand, or account owed by CITY to AAEMC, pursuant to this Agreement, for any debt owed to CITY, other than for arrearage of taxes. CITY may withhold from payment under this Agreement an amount equal to the total amount of debts owed to CITY by AAEMC. CITY may apply the amount withheld to the debts owed to CITY by AAEMC until said debts are paid in full.

(d.) **Representatives and notices.**

i. CITY representative. The City Manager for the CITY, and such other and additional persons as CITY may designate, shall be CITY's representative(s) and shall act for CITY in all matters concerning this agreement, including transmittal of instructions, receiving information, and interpreting and defining City policies and decisions with respect to the materials, equipment, elements, and systems of the project. CITY shall not be bound by the actions or representations of any other employee(s) or agent(s) of CITY.

ii. AAEMC representative. The Director of AAEMC shall be the AAEMC representative and shall act for AAEMC in all matters concerning this agreement, including transmittal of instructions and receiving information. CITY shall not be bound by the actions or representations of any other employee(s) or agent(s) of AAEMC.

iii. Notices. Notices shall be sent to:

CITY:

City Manager
121 S. Velasco
Angleton, Texas 77515

AAEMC:

Lucille Maes
P. O. Box 1420
Angleton, Texas 77516-1420

(e.) **Compliance with Laws.** AAEMC shall complete Conflict of Interest Questionnaire attached hereto as **Exhibit "B"** and comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

(f.) **Subcontracting.** None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. AAEMC shall be as fully responsible to CITY for the acts and omissions of its subcontractors, and of persons, whether directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

(g.) **Assignment.** AAEMC shall not assign, sublet, or transfer its interests in this Agreement without the prior written approval of CITY; provided, however, that claims for money due, or to become due, AAEMC from CITY under this Agreement may be assigned to a bank, trust company, other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to CITY.

(h.) **Successors.** CITY and AAEMC each binds itself, its successors, executors, administrators, and assigns, to the other party in respect to all covenants of this Agreement, unless otherwise excepted herein.

(i.) **Venue.** Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.

(j.) **Choice of law.** This Agreement is governed by the laws of the State of Texas.

(k.) **Entire Agreement.** This agreement constitutes the entire agreement between CITY and AAEMC, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

- (l.) **Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- (m.) **Survival.** Any provisions which by their terms survive the termination of this Agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- (n.) **Notices.** Each notice to CITY shall be sent to the designated CITY Representative and each notice to AAEMC shall be sent to the designated Representative as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail.
- (o.) **Benefits.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- (p.) **Amendments.** This Agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- (q.) **Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (r.) **Multiple Copies.** This Agreement may be executed in multiple counterparts each of which constitutes an original.
- (s.) **Article and Section Headings.** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- (t.) **Misspelled Words.** Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (u.) **Definitions.**
- (i.) “Emergency Medical Services (EMS)” shall mean provider of emergency medical services operated under Chapter 775 of the Texas Health and Safety Code and licensed to provide said services by the Texas Department of State Health Services.
- (ii.) “Facilities” shall mean the EMS stations and equipment, including but not limited to ambulances, land, structures, or property, reasonably required to provide the Emergency Services pursuant to this Agreement.
- (iii.) “Mobile Intensive Care Unit (MICU)” shall mean an ambulance staffed with at least one (1) Paramedic and one (1) EMT to provide the highest level of pre-hospital care as allowed by the State of Texas.
- (iv.) “Unit” shall mean a properly equipped and staffed ambulance that is capable of Advanced Life Support (ALS) that complies with the requirements of the Texas Department of State Health Services.
- (v.) “Response” shall mean any dispatch for ambulance services or stand-by.

(vi) "Live unit" shall mean a unit available of emergency call.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written on this Agreement.

CITY OF ANGLETON, TEXAS

BY: _____
MELISSA B. VOSSMER, City Manager

ATTEST:

SHELLY DEISHER, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

**ANGLETON EMERGENCY MEDICAL SERVICES,
INC.**

By: _____
LUCILLE MAES
TITLE: _____

EXHIBIT “A”

Performance Measures

1. Maintain ambulance enroute time that average 3.5 minutes or less during the hours of 0800 to 2000 and that average 5 minutes or less during the hours of 2000 to 0800 90% of the time in the City limits of Angleton.
2. Respond to every emergency call within Angleton as a BLS/MICU capable unit.
3. Host six (6) Injury Prevention, Public Education events a year, within the City.
4. Respond to all structure fires within the city limits and provide rehabilitation for firefighters at the fires, 90% of the time, with a live unit.

EXHIBIT “B”

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 1491, passed during the 2007 Texas legislative session, became effective on October 1, 2007. The bill amends Local Government Code Chapter 176, requiring people who contract with or seek to contract with local governments to file a “Conflict of Interest Questionnaire” (CIQ). The CIQ is attached.

Who must complete the CIQ?

- Any person who contracts or seeks to contract with the City of Angleton; and
- An agent of a person who contracts or seeks to contract with the City of Angleton.

To what type of contracts does the bill apply?

Any written agreement for the sale or purchase of real property, goods, or services.

When must a person file the CIQ?

No later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with the City.
2. Updates are required within 7 business days after an event that makes a statement in a previously filed CIQ incomplete or inaccurate.
3. Name the public officer with whom you have an employment or other business relationship and answer all questions.
4. Sign.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, use N/A in each of the areas on the form as described above.

However, a signature is required in the #4 box in all cases.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****OFFICE
USE ONLY**

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Angleton and the person meets the requirements under Section 176.006(a).

By law this questionnaire must be filed with the City Secretary of the City of Angleton not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date
Received:

1. **Name of person who has a business relationship with the City of Angleton.**

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or other business relationship.**

Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes _____

No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Angleton?

Yes _____

No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____

No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the government entity

Date