

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor is authorized to sign an Interlocal Cooperation Agreement by and between the City of El Paso and Texas Tech University Health Sciences Center at El Paso, to provide online-medical direction to the Emergency Medical Services System (EMSS) for a term of three (3) years with a two-year option to extend. .

Approved this ____ day of _____ 2025.


CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Fire Chief
El Paso Fire Department

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act"; see Texas Government Code, Chapter 791, et seq. This Agreement is entered into by and between City of El Paso Fire Department ("Receiving Agency") and Texas Tech University Health Sciences Center at El Paso (TTUHSCEP) ("Performing Agency"). Both Receiving Agency and Performing Agency are also referred to herein as "Party" or, collectively, "Parties."

Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Receiving Agency and Performing Agency agree as follows.

Article 1
Statement of Services to be Performed

1.1 The Performing Agency will provide the following services ("Services"):

Medical Control shall provide online-medical direction to the Emergency Medical Services System (EMSS) as follows:

1. Provide continuous physician coverage, by two-way voice communications twenty-four hours a day, seven days a week, to personnel of the City EMSS.
2. Medical Control physicians shall be available by voice contact for EMSS consultation either through radio or telephone within one minute of contact by Fire Operations Personnel or Dispatch except when it is impossible to do so due to communications equipment failure or non-availability of communications equipment.
3. All Medical Control physicians utilized in fulfilling the terms of this contract shall be licensed to practice medicine in the State of Texas and shall comply with the protocols of the City of El Paso EMSS. Physicians shall be covered for liability by the provider of the Medical Control service.
4. All Medical Control physicians will submit a copy of Texas Medical Board Physician License. These Licenses are standard to all physicians practicing medicine in a hospital or private practice in the State of Texas.
5. Proof of malpractice insurance must be attached to this proposal. Limit of liability for physicians shall not be less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
6. All Medical Control physicians shall comply with the Medical Practice Act and all administrative regulations promulgated thereunder.
7. All Medical Control physicians shall be ultimately responsible for pre-hospital care. This authority and responsibility shall be noted on all protocols. Delegation of responsibilities shall be consistent with the patient's health and welfare and shall be undertaken pursuant to the Medical Practices Act which consider the skill, training and experience of both physician and Emergency Medical Technician.
8. All Medical Control physicians shall attend an orientation training provided by the EMSS, and shall perform field observation as directed by the EMSS.
9. Medical Control physicians shall utilize established protocols and standing orders as approved by the EMSS Medical Director as a guide in providing guidance and medical care advice.
10. Medical Control Physicians shall provide written reports or sworn statements to the City Attorney's Office as requested. Attend pre-trial conferences, depositions and trials arising out of his or her duties a Medical Control Physician.
11. In order to provide Medical Control for EMSS, Physicians shall be Emergency Department (E.D). Attending Physicians and/ or Post Graduate Year 2 (PGY2 Residents).
12. Provide to the Fire Chief or his designate quarterly, a listing of Physicians who are authorized and qualified to serve as Medical Control. The adding and deleting of physicians will be reported within 10 days of any changes; In addition, provide records of training, licenses and certificates provided to the physicians involved in providing Medical Control; and cooperate with the Fire Department in providing the opportunity to become involved in training of said physicians.
13. The Hospital's Emergency Department Medical Director / Faculty Director must at least quarterly or as appropriate meet with the Fire Chief or his designate, relevant City Department Heads, and/or other administrative officials of the City, on the operation of the EMS System.
14. The EMSS Medical Director has the authority to disallow any physician from providing Medical Control to EMSS at any time.
15. All information obtained during Medical Control calls shall be documented in electronic format by the physician. The minimum required information is located on the Attachments tab 1. Attachment A - Medical Control Minimum Information.

The Fire Chief or his designate shall have access to generate electronic reports, based on the various data point, from the Medical Control data collected.

16. Medical Control Physicians shall provide at minimum of four (4) educational hours per contract year.

**Article 2
Agreement Amount**

2.1 The following charges for services requested are based on the description of activities set up on the Statement of Qualifications. Charge for services include any required supplies or additional associated cost to perform the activities as outlined in this proposal.

SERVICE

Medical Control Services

BID FY: 2025 -2027 — 36 months

Proposed \$154,546, \$159,183, and \$163,958 respectively each year. Contacted services to increase by 3% after 3rd year if option is exercised by both parties.

**Article 3
Consideration and Payment for Services**

3.1 The Receiving Agency agrees to pay the Performing Agency for Medical Control Services at the rates set forth in Article 2. The services shall be limited to those services delineated in Article 1 of this Agreement. The Performing Agency shall submit a monthly invoice to the Fire Department. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall detail actual expenditures invoices for each service provided.

**Article 4
Term of Agreement**

4.1 The term of this Agreement shall commence on January 1, 2025, and continue in full force and effect through December 31, 2027 with a two (2) year option to extend the same terms and conditions.

4.2 Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice.

**Article 5
General Provisions**

5.1 **Independent Contractor.** Performing Agency agrees that it is an independent contractor and that this Agreement does not form a joint venture or partnership. Receiving Agency will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Receiving Agency furnish any medical or retirement benefits or any paid vacation or sick leave. Performing Agency is responsible for conduct of business operation, including employee salaries, travel, etc.

5.2 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail; (ii) if sent by overnight courier, one (1) business day after delivery to the courier; and (iii) if sent by email, when received:

Performing Agency: Texas Tech University Health Sciences Center at El Paso
Department: Emergency Medicine
ATTN: Edward Michelson, M.D., Chair
130 Rick Francis St. MSC 51014
El Paso, TX 79905
EmergencyMedicineElp@ttuhsc.edu

Receiving Agency: City of El Paso
Department: Fire Department
ATTN: Fire Chief
416 N. Stanton St. Ste. 200
El Paso, TX 79901
FD-Medical@ElPasoTexas.gov

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

- 5.3 **Amendment.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.
- 5.4 **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 5.5 **Force Majeure.** “Event of Force Majeure” means an event beyond the control of Parties which prevents or makes a party’s compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
- 5.6 **Human Trafficking Certification.** Pursuant to Texas Government Code § 2155.0061, Performing Agency certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 5.7 **Publicity and Marks.** Performing Agency agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties, or use Receiving Agency’s name or protected marks without Receiving Agency’s prior written approval.
- 5.8 **Venue; Governing Law.** El Paso County, Texas shall be the sole proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas.
- 5.9 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 5.10 **Essential Activities.** The Parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- 5.11 **Warranty of Authority.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.
- 5.12 **Funding.** University’s performance under the Agreement may be dependent upon appropriation of funds by the Texas legislature (“Legislature”) and/or allocation of funds by the TTUS Board of Regents (“Regents”). The Parties acknowledge that appropriation and allocation of funds are beyond University’s control. If the Legislature fails to appropriate, or Regents fail to allocate, necessary funds, or if there is a reduction of funding from other revenue sources, University will issue written notice to City of El Paso and University may terminate this Agreement without further duty or obligation hereunder, other than payment for goods and services already delivered or provided. This Agreement may be funded wholly or partially with federal funds. City of El Paso shall comply with all applicable provisions of federal law. University utilizes <http://www.gsa.gov> and <https://www.ecfr.gov> for all federal guidelines.
- 5.13 **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.

University Agreement # _____

5.14 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

Texas Tech University
Health Sciences Center at El Paso

City of El Paso

Lisa Badillo
Lisa Badillo (Dec 23, 2024 18:19 MST)

Signature
Lisa Badillo

Printed Name
Vice President for Clinical Administration and
President's Delegate

Title
12/23/2024


Date

Signature

Printed Name
Mayor _____
Title

Date

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan Killings, Fire Chief
El Paso Fire Department