

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

DEPARTMENT: Fire

AGENDA DATE: August 21, 2007

CONTACT PERSON/PHONE: Janet Walker – 771-1000

DISTRICT(S) AFFECTED: N/A \_\_\_\_\_

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

That the Mayor be authorized to sign an interlocal agreement between the City and Texas Tech University Health Sciences Center granting the use of a city vehicle by the El Paso Emergency Medical Service System (EMSS) Medical Director.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

El Paso Fire Department receives Medical Direction through an interlocal agreement with Texas Tech University Health Science Center. The car allows the Medical Director to perform the duties necessary to meet the agreement including response and on-scene medical oversight.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

Yes. This interlocal agreement was approved in the past. This is a renewal/continuation of that agreement.

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**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

N/A

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**

(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between Texas Tech University Health Sciences Center Regional Academic Health Center at El Paso and the City of El Paso to permit the use of a City vehicle by the EMSS Medical Director and EMSS Quality Assurance personnel for the performance of quality assurance duties.

ADOPTED this 21<sup>st</sup> day of August, 2007.

THE CITY OF EL PASO

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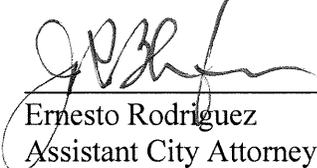
John Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Ernesto Rodriguez  
Assistant City Attorney

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**INTERLOCAL AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF EL PASO, a home rule municipal corporation operating under the laws of the State of Texas, hereinafter referred to as the "City," and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER REGIONAL ACADEMIC HEALTH CENTER AT EL PASO, hereinafter referred to as the "University,"

**WITNESSETH:**

**WHEREAS,** the City operates, pursuant to State law, as a governmental function, an Emergency Medical Services System, hereinafter referred to as "EMSS"; and

**WHEREAS,** EMSS personnel provide medical treatment under the license and direct control of a University physician, hereinafter referred to as the "Medical Director," pursuant to a contract, as amended, between the City, the University, and the El Paso County Hospital District d/b/a R. E. THOMASON GENERAL HOSPITAL, which was originally adopted by the El Paso City Council on June 21, 1994, as amended, hereinafter referred to as the "EMSS contract"; and

**WHEREAS,** the University's Medical Director is responsible, under the terms of the EMSS contract, for the medical auditing of pre-hospital patient care, including, but not limited to, the on-site evaluation of the EMSS field performance and the development and implementation of an on-going quality assurance system for pre-hospital patient care; and

**WHEREAS,** the University desires the use of a City vehicle to permit the Medical Director to respond on-scene to perform the duties required of him by the EMSS contract; and

**WHEREAS**, the City, through its Fire Department, currently possesses a vehicle which would enable the Medical Director to respond on-scene and perform those duties required by the EMSS contract; and

**WHEREAS**, the City and University recognize that an Agreement providing for the use of an EMSS vehicle by the Medical Director would mutually benefit the University and the City and citizens and guests of El Paso through improved quality assurance for patients who are served by EMSS; and

**WHEREAS**, the City and the University are authorized to enter into this Agreement by Texas Government Code Section 791.011,

**THEREFORE, BE IT KNOWN THAT THE CITY AND THE UNIVERSITY ENTER INTO THIS INTERLOCAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:**

A. Purpose of Agreement: The purpose of this Agreement is to facilitate the on-site evaluation of EMSS field performance and to aid the gathering of quality assurance data by the Medical Director and his designated representative as authorized herein through the use of a City-owned vehicle bearing the City of El Paso Fire Department (F.D.) emblem.

Additionally, the use of a City-owned vehicle bearing the City of El Paso F.D. emblem shall provide easy identification of the Medical Director to other on-scene public safety agencies and the public.

B. Definitions: For the purposes of this Agreement, the following definitions shall apply:

1. "Authorized representative" shall mean a full-time University employee authorized by the Medical Director to perform EMSS quality assurance functions as permitted or required by the EMSS contract."
2. "Chief of F.D." shall mean the Chief of the City of El Paso Fire Department or the designated representative of the Fire Chief.
3. "City" shall mean the City of El Paso.
4. "Emblem" shall mean that emblem used by the City of El Paso to designate official EMSS personnel or City property used by the Fire Department.
5. "F.D." shall mean the City of El Paso Fire Department.
6. "EMSS contract" shall mean that contract entered into between the City of El Paso, the Texas Tech University Health Sciences Center Regional Academic Health Center at El Paso, and the El Paso County Hospital District d/b/a R. E. Thomason General Hospital and dated September 1, 2004.
7. "Medical Director" shall have the same meaning as defined in the EMSS contract.
8. "On-site" shall mean the location to which a Fire Medical Services (FMS) unit is dispatched through F.D. Dispatch for emergency response.
9. "Vehicle" shall mean the City-owned 1997 Ford Explorer XL, identified by Vehicle Identification Number 1FMCU22X9VUC99510, having State of Texas-issued license plates number 723385 and marked as City vehicle number 8029.

C. Title: Title to the vehicle shall be retained by the City of El Paso.

D. Permitted Uses:

1. The vehicle may be used by the Medical Director or the Medical Director's authorized representative to perform those duties required by Article II of the EMSS contract, as amended, which was adopted by the City Council of the City of El Paso on September 1, 2004, subject to the limitations set forth herein.
2. No person other than the Medical Director shall be authorized to operate said vehicle until the Medical Director has received from the Fire Chief, a written notice of approval naming those individuals who have been authorized to operate the vehicle; and
3. The Medical Director shall, prior to authorizing any other individual to operate the vehicle, submit to the City the full legal name, title, business and home addresses and telephone numbers of each individual whom the Medical Director proposes be authorized to operate the vehicle. Any person who receives authorization from the City to operate the vehicle must immediately provide written notification of any changes in his or her legal name, title, business and home addresses and telephone numbers to the Medical Director who shall immediately provide written notice of the changes to the Fire Chief; and
4. Before any person, including the Medical Director, may be authorized to operate the vehicle, each individual must:
  - (a) Possess and submit a copy of a currently valid driver's license, equivalent to a Texas Class C driver's license, issued to the individual;

(b) Submit a written and signed authorization permitting the City to conduct a criminal history and driving record check for said individual;

(c) Submit his or her defensive driving qualifications as evidenced by a driving safety course completion certificate issued by a certified driving safety courses instructor; and

(d) Submit evidence of successful completion of a driving safety course within three years after the previous driving safety course certificate was issued.

5. Approval may be withheld if the individual in question has a record of vehicular accidents, traffic law violations, driving under the influence of alcohol or controlled substances, infractions of the terms set forth herein or if the Fire Chief determines that an individual has failed to respond to a use inquiry or infraction report.

6. The University shall notify the Fire Chief immediately of those authorized persons who have been transferred to another work station or who have been terminated from employment. Such persons shall be ineligible to use the vehicle upon and after the effective date of their transfer or termination.

7. University personnel whose names are not on the approval list of the Fire Chief shall not be permitted to use the vehicle.

8. A vehicle dispatch log and mileage sheet shall be kept in the vehicle. All appropriate spaces on the dispatch log and mileage sheet shall be legibly filled in by the authorized user during each use of the vehicle.

9. Users shall use seat belts at all times during vehicle operation.

10. The authorized user shall, before operating the vehicle, check the vehicle's exterior for damage. Any damage to or malfunction of the vehicle must be noted in the dispatch log and reported in writing to both the University's designated repair liaison and the Fire Chief. The damaged vehicle may not be moved from its location unless the damage does not affect the safe operation of the vehicle.

11. Users shall drive in strict accordance with all traffic laws. This agreement does not authorize the Medical Director or other authorized users to operate the vehicle in violation of state laws which govern emergency response vehicles.

12. The vehicle shall not be driven beyond the City limits of the City of El Paso except to perform quality assurance duties in conjunction with an FMS emergency response made beyond the City of El Paso City Limits.

13. No persons other than City and FMS personnel, the Medical Director and duly authorized users may ride as passengers in the vehicle.

14. All equipment such as head lights and radios must be turned off and all doors must be locked when the operator leaves the vehicle.

15. The Medical Director and authorized persons shall each be provided one copy of each key necessary for the security and operation of the vehicle. Each key issued shall be returned to the Fire Chief upon termination of the person's authorization to operate the vehicle. No entities or persons other than the City and the Fire Chief shall be permitted to order or make copies of the keys necessary for the security and operation of the vehicle. The unauthorized duplication of or failure to return as required herein those keys necessary for the security and operation of the vehicle shall constitute a material breach of the terms and limitations herein for

which the City shall have the right to terminate this agreement. The City and the Fire Chief shall keep and maintain copies of the original keys for the vehicle. The failure of any authorized user to secure the vehicle shall be grounds for termination of this agreement.

16. The University shall submit proof of liability insurance for said vehicle with no less than state-required minimum coverage and which shall name the City as an additional insured. Such coverage shall be effective from the date this agreement is entered into and shall be maintained throughout the term of this agreement or until such time this agreement is terminated under the terms set forth herein. Title of the vehicle is held and retained by the City of El Paso, 2 Civic Center Plaza, El Paso, Texas, 79901. Any notice or documents required or permitted to be delivered hereunder shall be made as set forth in Paragraph J of this agreement.

E. Rights and Responsibilities of City.

1. The City shall be responsible for repair and maintenance of emergency lights and radio.
2. The City, through its Fire Chief, shall have the right to withdraw its approval of an individual previously authorized to operate the vehicle upon identification of a user's violation of any provision of this agreement or the occurrence of any event that renders an authorized user ineligible to operate the vehicle under the terms of this agreement.
3. The University shall return the vehicle to the City at the end of the vehicle's permitted use or useful life.

4. The City, through its Fire Chief, shall have the right to inspect all logs required to be kept and maintained by this agreement upon demand.

F. Rights and Responsibilities of University.

1. Inspection and Maintenance of Vehicle. The University shall at its sole cost and expense have the responsibility and duty of inspecting and maintaining the vehicle in accordance with the manufacturer's guidelines. The vehicle shall be maintained to meet state inspection standards. The University shall be responsible for yearly inspection of the vehicle. The University shall bear the sole cost of maintaining the vehicle. Such maintenance shall include, but is not limited to, the regular checking and replacement of fluids, lubricants, fuel and those parts necessary to maintain the vehicle in safe operating condition. The University shall maintain a log of vehicle maintenance and inspections.

2. Repair of Vehicle. The University shall have the duty and responsibility for repair of the vehicle. Should the necessary repairs be cost-prohibitive or exceed the value of the vehicle, the vehicle shall be returned to City. The City, at its sole option, may provide a replacement vehicle. Failure of the City to exercise its option to provide a replacement vehicle within thirty (30) days of the return of the vehicle shall be deemed an affirmative decision to not provide a replacement vehicle and shall result in the termination of this agreement. The University shall maintain a log of vehicle repairs made.

3. Repairs or Replacement of Parts. University shall bear the sole cost of repairing or replacing parts as required in Section F. (1.) of this agreement. Any part of the vehicle which is replaced shall be retained upon repair of the vehicle and

held for inspection by the City for ninety (90) days. The University shall maintain a log of all parts repaired or replaced.

G. Contractual Relationship. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the University, their employees, or between the City and the University's employees. The University shall be deemed at all times to be an independent contractor. In carrying out the terms of this agreement, the University shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer. The University agrees to secure adequate personnel required to perform all of the services under this contract.

H. Termination of Agreement. The City may terminate this agreement for any reason by providing written notice to the University fourteen (14) calendar days in advance. The University may terminate this agreement by providing written notice to the City and returning the vehicle to the Fire Chief at Fire Department Headquarters. Use of the vehicle by non-authorized persons or in an unauthorized or illegal manner while the vehicle is or should be in the care and custody of the University, Medical Director or authorized persons constitutes a material breach of these terms for which the City may terminate this agreement.

I. Waiver. One or more waivers of any term or condition of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

J. Notice. Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be

deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to:

City: Mayor  
City of El Paso  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

and Fire Chief  
City of El Paso Fire Department  
8600 Montana  
El Paso, Texas 79925

and Regional Dean  
Assistant to the Executive Vice President  
Provost  
Texas Tech University  
Regional Academic Health Center at El Paso  
4800 Alberta Avenue  
El Paso, Texas 79905

or at such other addresses as they have therefore specified by written notice.

K. Assignment and Transfer. This agreement is intended solely for the benefit of the City and University. This agreement is non-transferable and the rights set forth herein shall not be assigned nor transferred by the University, the Medical Director, or any other persons.

L. Non-Liability for Certain Damages. The City and its agents and employees shall not be liable to the University, the Medical Director, or its agents or employees for any injury to persons or damage to property which results in whole or in part due to the operation of the vehicle by unauthorized users or the University's failure to secure the vehicle, make required repairs or maintain those items which are the University's responsibility to repair and maintain as set forth in this agreement.

M. Alteration to Vehicle. No alterations, additions or improvements to the vehicle shall be made without the prior written consent of the City, except for the replacement of parts for

original parts which were installed in the vehicle at the time the University took possession of the vehicle.

N. Term of Agreement. The term of this agreement shall commence and be effective on September 1, 2007, and shall expire on August 31, 2010. Any party may terminate this contract without cause by give the other party ninety (90) days written notice.

O. Illegal and Invalid Provisions Stricken. If any provision of this agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions shall continue.

P. Entire Agreement. This contract constitutes and expresses the entire agreement between the parties and shall not be amended or modified, except by written instruction signed by all parties.

Q. Governing Law. For the purpose of determining the place of contract and the law governing the same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

R. Venue. Venue for all causes of action arising from or in connection with this contract shall be in El Paso County, Texas.

(ALL SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS the following signatures and seals:

CITY CLERK DEPT.

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THE CITY OF EL PASO

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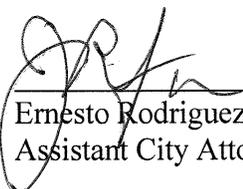
John Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Ernesto Rodriguez  
Assistant City Attorney

APPROVED AS TO CONTENT:

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Roberto Rivera, Chief  
El Paso Fire Department

TEXAS TECH UNIVERSITY  
HEALTH SCIENCES CENTER

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Elmo Cavin  
Executive Vice President

APPROVED AS TO FORM:

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Frank Gonzales – TTUHSC  
Associate General Counsel