

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

March 19, 2018

Workshop/Regular Meeting – 5:30 PM/7:00 PM

CITY HALL, 200 PATRIOT COURT

HEWITT, TX 76643

MAYOR AND CITY COUNCIL

Travis Bailey – Mayor, Ward 1

Ed Passalugo – Mayor Pro Tem, Ward 3

Wilbert Wachtendorf – Council Member, Ward 1

Bill Fuller – Council Member, Ward 2

James Vidrine – Council Member, Ward 2

Steve Fortenberry – Council Member, Ward 3

VACANT – Council Member At-Large

CITY STAFF

Adam Miles, City Manager
Charlie Buenger, City Attorney
Miles Whitney, City Engineer

Lydia Lopez, City Secretary	Jim Devlin, Police Chief
Lee Garcia, Finance Director	Lance Bracco, Fire Chief
Waynette Ditto, Library Director	Katie Allgood, Managing Director
Tracy Lankford, Community Dev. Director	Tuck Saunders, Assistant Police Chief
Kevin Reinke, Utilities Director	

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Workshop** meeting of the governing body of the City of Hewitt will be held on the **19th day of March, 2018, at 5:30 PM** in **Hewitt City Hall, Council Workshop Room, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call meeting to order.
2. City Manager's update on municipal business:
 - a. Report from City Engineer
 - b. Briefing and discussion concerning upcoming events:
 - Earth Day Celebration – April 21, 2018
 - Citizens Police Academy – February 20, 2018 – April 24, 2018
 - Household Hazardous Waste Day
 - Nacho Day (Greater Hewitt Chamber Event) – May 12, 2018
 - c. Briefing and discussion concerning financial reports.
 - d. Briefing and discussion concerning Library events.
 - e. Briefing and discussion concerning street sweeping schedule.
 - f. Briefing and discussion concerning vacancies and appointments.
 - g. Briefing and discussion concerning Public Safety operations – Police & Fire.
3. **JOINT MEETING WITH PARKS & BEAUTIFICATION COMMITTEE**
 - a. Briefing and discussion concerning Parks & Beautification Master Plan.
 - b. Briefing and discussion concerning Earth Day Celebration.
 - c. Briefing and discussion concerning Recycling.
4. Review regular meeting agenda items.
5. Convene Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
 - **Pursuant to §551.074 - Personnel Matters (Council Member – At-Large).**
6. Close Executive Session.
7. Adjourn.

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 11:00 AM/PM on March 16, 2018.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **19th day of March, 2018, at 7:00 PM in the City Council Chambers at Hewitt City Hall, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed:

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Consider approval of minutes of the City Council Workshop and Regular Meeting of March 5, 2018.
4. Hear visitors on matters pertaining to city business. *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*
5. Motion to accept the Fiscal Year 2016-2017 Comprehensive Annual Financial Report (CAFR).
6. Motion to accept resignation letter from Alex Snider and declare a vacancy for Council Member, At-Large.
7. Consider appointment to fill the unexpired term of Council Member, At-Large per Section 2.6 of the Hewitt City Charter.
8. Administer the oath of office to the Council appointment, Council Member, At-Large.
9. Consider a resolution awarding a no subsidy contract for Emergency Medical Services to American Medical Response Ambulance Service, Inc. d/b/a American Medical Response (AMR) for a term of five years and authorizing the City Manager to execute all documents necessary to complete this transaction.
10. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 11:00 AM/PM on March 16, 2018.

CITY OF HEWITT


Lydia Lopez, TRMC
City Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact the Hewitt City Secretary at (254) 666-6171 at least 24 hours prior to the meeting, so that appropriate arrangements can be made.



COUNCIL WORKSHOP AGENDA ITEM #2.a



CITY ENGINEER'S REPORT

March 15, 2018

2015 Bond Projects:

Lift Station No. 5 Removal

Working on easement signatures.

IH - 35 Waterline

- Phase 2; Sun Valley to Flat Rock Trailers
 - Plans to be submitted to TxDOT for permitting shortly, pending Lift Station No. 5 issues.
- Phase 3; South side of Castleman Creek to Glenleigh Dr.
 - Will begin design in the coming months.

Sun Valley Rd.; Waterline Bores.

This project is currently being advertised for bidding. We are to open bids on March 29, 2018 at 10 a.m.

2018 Street Improvements; Slurry Seal

This project is currently being advertised for bidding. We are to open bids on April 11, 2018 at 10 a.m.

Alamo Lift Station (Lift Station No. 7)

I did check with Waco and currently it is still within their legal department's hands.

Drainage

209/213 Cross Country Drainage Improvements

This project is currently being advertised for bidding. We are to open bids on April 11, 2018 at 10:30 a.m.

Old Temple Rd; Phase 2

Contractor has been liming the streets, they soon will begin the ribbon curb and driveway concrete work, for the northern section.

HEWITT TEXAS

CITY ENGINEER'S REPORT

March 15, 2018

FM 2113 (Spring Valley Rd.)

Awaiting utility conflict analysis from TxDOT.

Ritchie Road Improvements; (From Warren Dr. to Park Place Dr.)

60% plans have been submitted to all parties and we are to review the road portion.

Hewitt Dr. and Panther Way

A set of plans have been sent to TxDOT for their review and comments.

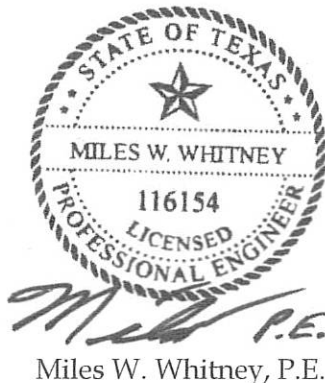
Sierra Slope / Angel Fire Intersection Repair

Topographic shots are to be taken shortly for the intersection repairs to include the possible addition of a concrete valley gutter.

Stormwater Ordinance

A draft ordinance was presented in our last meeting's packet.

By:



Miles W. Whitney, P.E.

Note: All dates are approximate and subject to change.

HEWITT TEXAS

COUNCIL WORKSHOP AGENDA ITEM #2.d

Summer Reading: June 1st- July 31st

The Hewitt Public Library Summer Reading Program encourages readers all ages to continue reading and building literacy skills throughout the summer. Join our Summer Reading Program to log your books and earn prizes for reading. The Library Director, Waynette Ditto and the Hewitt Mayor will present Mayor's Reading Awards to the top fifteen children, tweens, and teens who read the most books during the Hewitt Public Library's 2018 Summer Reading Program.

Sounds of Hewitt: June 1st – July 31st

Sounds of Hewitt is this summer's participatory project for all Hewitt Public Library patrons. We want your help recording different sounds around Hewitt, Texas to create an interactive and musical map that will be displayed in the library all summer. Patrons will check out a sound recorder, go to a location in Hewitt noted on our map, and record a sound. Sounds can be something patrons hear or sound patrons create themselves. After patrons check in their recorder, sounds will be added to the map for everyone to enjoy and listen to the sounds of Hewitt.

Event Dates:

June 4th to July 31st – Join us for our Summer Reading Program "Libraries Rock." All ages included.

June 9th- Kick-off summer with a Concert performance by Jim Gill @ Warren Park, gates open at 9:30 AM.

June 13th- Experience Matt Sandbank's Shadow Factory @ the library. Three shows 10:00 AM, 11:00 AM, and 1:00 PM.

June 23rd- Catherine Whiteman Percussion Show @ the library. Two shows 10:00 AM and 1:00 PM.

June 27th- Join us for HERO DAY @ Hewitt Park at 10:00 AM. Join us as the kids have a chance to look into police cars, a helicopter, a bus, and other big trucks.

July 11th- Big Canyon Balloon Geology Exhibit @ Castleman Creek Elementary. Two shows 11:00 AM and 1:00 PM.

July 21st- STEAM Fest and Science Show @ library from 10:00 AM until 2:00 PM. Science Show at 11:00 AM.

July 25th- End summer with a SPLASH Day @ Hewitt Park. Join us for free water slides and activities from 9:30 AM until 12:00 PM.

September 29th: Dog Days of Hewitt @ Hewitt Park

HEWITT TEXAS

COUNCIL WORKSHOP AGENDA ITEM #2.e

City of Hewitt Sweeping Schedule

By Route:

Rt. 1	Monday, April 2 nd	Tuesday, April 3 rd
Rt. 3	Thursday, April 5 th	Friday, April 6 th
Rt. 2	Monday, April 9 th	Tuesday, April 10 th
Rt. 4	Thursday, April 12 th	Friday, April 13 th
Rt. 6	Monday, April 16 th	Tuesday, April 17 th
Rt. 5	Monday, April 9 th	Monday, April 16 th

By Date:

Monday April 2 nd & Tuesday April 3 rd -	Rt. 1
Thursday April 5 th & Friday April 6 th -	Rt. 3
Monday April 9 th & Tuesday April 10 th -	Rt. 2 & part of Rt. 5
Thursday April 12 th & Friday April 13 th -	Rt. 4
Monday April 16 th & Tuesday April 17 th -	Rt. 6 & remainder of Rt. 5



HEWITT TEXAS

COUNCIL WORKSHOP AGENDA ITEM #2f.

CITY OF HEWITT: COUNCIL, BOARDS, AND COMMISSIONS

City Hall 666-6171 (Fax 666-6014); Community Services 666-2447; Utility Billing 666-3151 (after hrs emergency 666-6272); Police Adm. 666-1661; Drug Tips 666-3333; Animal Control 666-6272; Library 666-2442; Park Reservations 666-6173; Municipal Court 666-1208; Chamber of Commerce 666-1200. City of Hewitt web site: www.cityofhewitt.com; Email: citysecretary@cityofhewitt.com

City Council 2 Yr Term - May	Board of Adjustment 2 Yr Term - April	Planning & Zoning Commission 3 Yr Term - June	Parks & Beautification Committee 2 Yr Term - December	Library Board of Directors 2 Yr Term - December
1st & 3rd Mon 7 pm	3rd Thurs 7 pm	1st Tues. 7 pm	2nd Thurs 7 pm	Quarterly as needed
Mayor Travis Bailey Ward 1 (05-2019) 412 Oklahoma Avenue 666-1492	Chairman (04-2018) Jim Winton 1136 Heatherwood 857-9436	(06-2019) Kurt Krakowian 804 Pebble Creek Cr. 855-1139	(12-2018) Jerry Snider 108 Brenda Drive 307-0613	President (12-2018) Eric Ames 249 Fieldcrest Dr. 710-1576
Wilbert (Walky) Wachtendorf Ward 1 (05-2018) 328 Travis Lane 666-3759	(04-2018) Bradley T. Turner 600 Yukon Pass 723-4912	(06-2019) Bobby Wolske 109 Devonshire 366-4743	(12-2019) Kathy Krakowian 804 Pebble Creek Cr. 424-7192	(12-2019) Gayle H. Shipp 704 Cheyenne Trail 495-1044
Bill Fuller Ward 2 (05-2018) 218 Chelsea/PO Box 568 666-3304	(04-2019) Douglas Bergen 264 Earle Rd. 666-0855	(06-2019) Walter H. Peterson 500 Moss Hill Rd. 757-5128	(12-2019) VACANT	(12-2018) Karen Copeland 616 Crestwood Dr. 717-4906
James Vidrine Ward 2 (05-2019) 504 Rowan Oak 666-2115	(04-2019) Charles Howard 155 Ellis Farm Rd. 732-4746	(06-2017) Jonathan Denton Dulus 332 Bowie Ln. 855-4013	(12-2019) Fred Bridger 613 Durango Circle 749-8810	Secretary (12-2018) Lydia Dashner 520 Angel Fire Dr. 666-9623
Mayor Pro Tem Ed Passalugo Ward 3 (05-2019) 137 E. Chapman Rd. 420-1926	(04-2019) R. Don Vardeman 432 S First St. 666-2670	(06-2017) Charlie Turner 209 Laredo 666-0087	(12-2018) Davis D. Thigpen 606 Madison Dr. 749-9500	(12-2018) Beth Oakley 708 Angel Fire Drive 644-3594
Steve Fortenberry Ward 3 (05-2018) 701 Oakmont Drive 744-1697	Alternate (04-2018) Jim Pless 803 Attaway 855-7762	(06-2017) Michael Lee Hix 336 Bowie Lane 723-5071	(12-2018) Veronica Molina 1201 Radisson (434) 531-2014	(12-2019) VACANT
At Large (05-2019) VACANT	Alternate (04-2019) VACANT	(06-2017) John J. Baker 317 Bonham Drive 235-0464	(12-2018) VACANT	Vice President (12-2019) Sally Goldman 132 Texas 666-2436

Updated: 03/06/2018

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: March 19, 2018

AGENDA ITEM #: 3

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Workshop and Regular Meeting of March 5, 2018.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a draft copy of the meeting minutes. Please review and advise if any corrections are needed.

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

MINUTES OF A CITY COUNCIL WORKSHOP/REGULAR MEETING HEWITT CITY HALL – 200 PATRIOT COURT March 5, 2018 – 5:30 PM/7:00 PM

Members present: Mayor Travis Bailey (presiding), Mayor Pro Tem Ed Passalugo, Council Members Wilbert “Walky” Wachtendorf, Bill Fuller, James Vidrine, Alex Snider (arrived at 5:59 PM) and Steve Fortenberry

Staff present: City Attorney Charlie Buenger, City Engineer Miles Whitney, City Manager Adam Miles, Assistant Police Chief Tuck Saunders; Fire Chief Lance Bracco, Managing Director Katie Allgood, Finance Director Lee Garcia, Utilities Director Kevin Reinke, HR Generalist Stephanie Fenty, and City Secretary Lydia Lopez

Staff absent: Community Development Director Tracy Lankford, Library Director Waynette Ditto, Police Chief Jim Devlin

WORKSHOP – 5:30 PM

1. Mayor Travis Bailey called the meeting to order at 5:30 PM.
2. City Manager presented update on municipal business:
 - a. Report from City Engineer
 - b. Briefing and discussion concerning upcoming events:
 - o Earth Day Celebration – April 21, 2018
 - o Citizens Police Academy – February 20, 2018 – April 24, 2018
 - o Household Hazardous Waste Day – May 5, 2018
 - o Nacho Day (Greater Hewitt Chamber Event) – May 12, 2018
 - c. Review and discussion of 2017 Audit with Diana L. Ward, Jaynes, Reitmeier, Boyd & Therrell, P.C.
 - d. Presentation of the Texas Municipal League (TML) Board Report - TML Region 9 Director Ed Passalugo.
 - e. Briefing and discussion concerning Emergency Medical Services RFP update.
 - f. Briefing and discussion concerning small cell nodes and right-of-way management.
 - g. Briefing and discussion concerning Stormwater Ordinance.
 - h. Briefing and discussion concerning Joint Meeting with Parks & Beautification Committee – March 19, 2018.

- i. Briefing and discussion concerning vacancies and appointments. **Note:** Council Member Alex Snider announced that his relocation was going to be effective sooner than expected; therefore, this would be his last Council meeting.
 - j. Briefing and discussion concerning Public Safety operations – Police & Fire.
3. Review regular meeting agenda items. Not discussed.
4. *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Bill Fuller to convene Executive Session at 6:45 PM pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:*
 - **Pursuant to §551.072 – Purchase, Exchange, Lease, or Value of Real Property.**
 - **Pursuant to §551.074 - Personnel Matters (Council Member – At-Large).**
5. Close Executive Session/Adjourn. *A motion was made by Mayor Pro Tem Ed Passalugo and second by Council Member Steve Fortenberry to close the Executive Session and adjourn the Workshop at 6:58 PM.*

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER.** Mayor Travis Bailey called the meeting to order at 7:00 PM.
2. **PLEDGE OF ALLEGIANCE TO THE U.S. FLAG** – Mayor Travis Bailey asked Mayor Pro Tem Ed Passalugo to lead the Pledge of Allegiance.
3. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL WORKSHOP AND REGULAR MEETING OF FEBRUARY 19, 2018.** *A motion was made by Mayor Pro Tem Ed Passalugo and seconded by Council Member Bill Fuller to approve the minutes as submitted but allow for corrections; all seven in favor, motion passed.*
4. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. NONE*
5. **AUTHORIZE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SIMPLE SOLUTIONS FOR BUILDING CLEANING AND JANITORIAL SERVICES.** *A motion was made by Mayor Pro Tem Ed Passalugo and second by Council Member Bill Fuller to approve; all seven in favor, motion passed.*
6. **AUTHORIZE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) ENVIRONMENTAL LABORATORY SERVICES FOR UNREGULATED CHEMICAL CONTAMINANT WATER SAMPLE TESTING.** *A motion was made by Mayor Pro Tem Ed Passalugo and second by Council Member Steve Fortenberry to approve; all seven in favor, motion passed.*

7. **CONSIDER A RESOLUTION OF THE CITY OF HEWITT, TEXAS, CANCELING THE GENERAL ELECTION SCHEDULED TO BE HELD ON THE 5TH DAY OF MAY, 2018 IN ACCORDANCE WITH SECTION 2.053(A) OF THE TEXAS ELECTION CODE; DIRECTING THE GIVING OF NOTICE OF SUCH CANCELLATION OF ELECTION; AND PROVIDING FOR DETAILS RELATING TO THE CANCELLATION OF SUCH ELECTION.** (*Considerare un resolución de la ciudad de Hewitt, Texas, cancelando la Elección General de funcionarios municipales programada para el día 5 de mayo de 2018 de acuerdo con la sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.*) *A motion was made by Mayor Pro Tem Ed Passalugo and second by Council Member Bill Fuller to approve; all seven in favor, motion passed.* **NOTE:** Council Member Alex Snider asked that the following statement be noted for the record: “I’ve known for some time that there was a possibility that I was going to be reassigned in my current position...that has been always said to be months down the road and not for sure. I learned last week that it is for sure and that it would be toward the end of this month. Then, I learned on Friday that the reassignment had been moved up a couple of weeks. Next Monday, I will not be in the City of Hewitt so that is something that I want to make sure was entered into the record. It was not my intention to deprive anybody from voting. It just transpired that way.” Council Member Alex Snider submitted a formal letter of resignation.
8. **CONSIDER AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM (“RRM”) AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.** *A motion was made by Mayor Pro Tem Ed Passalugo and second by Council Member Bill Fuller to approve; all seven in favor, motion passed.*
9. **ADJOURN.** *A motion was made by Council Member Bill Fuller and seconded by Mayor Pro Tem Ed Passalugo to adjourn the regular meeting at 7:10 PM; all seven in favor, motion passed.*

Approved: March 19, 2018

Lydia Lopez, City Secretary

Travis Bailey, Mayor

HEWITT TEXAS

ITEM #4 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

1. Citizens are encouraged to discuss matters of concern with the staff and individual council members prior to placing items on the agenda. This will allow the matter to be properly investigated before it is presented to the entire council and will often expedite a resolution.

NO CITIZEN OR STAFF MEMBER MAY SPEAK OR OTHERWISE INTERRUPT ANY MEETING UNTIL RECOGNIZED BY THE PRESIDING OFFICER.

2. To maintain decorum at public hearings, the mayor will ask citizens in attendance if they wish to speak for or against the item on the agenda. If so, they will be given an opportunity to speak at the proper time and when recognized by the chair. If more than five citizens wish to address the council on any single agenda item, those citizens are advised to select a spokesperson to present their case.

Only under the agenda item “Hear Visitors” are citizens permitted to speak regarding matters that pertain to city business or address an item on the agenda. **The council is prohibited by law from discussing or acting on any item that has not been posted on the agenda.**

3. Individual citizens that discuss items not listed on the agenda shall be limited to **five minutes**. If five or more citizens wish to discuss a single item or topic that is not listed on the agenda, then the total presentation will be limited to a maximum of twenty-five minutes. City council members shall **not** enter into discussion on any subject that has not been properly placed on the agenda; however, council members may ask questions for clarification purposes.
4. As a general rule, citizens may not participate or address the council or staff during the workshop session.



COUNCIL AGENDA ITEM FORM

MEETING DATE: March 19, 2018

AGENDA ITEM #: 5

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Motion to accept the Fiscal Year 2016-2017 Comprehensive Annual Financial Report (CAFR).

STAFF RECOMMENDATION/ITEM SUMMARY:

On March 5, 2018, Diana Ward, Jaynes, Reitmeier, Boyd & Therrell, P.C., presented the draft audit to discuss the audit findings. Council was provided the opportunity to ask questions and make comments. No additional comments or questions have been raised at this point. The Fiscal Year 16/17 CAFR is now being submitted to the City Council for formal acceptance. The [FY 16/17 CAFR](#) is posted on the city's website.

Staff recommends acceptance of the Fiscal Year 2016-2017 Comprehensive Annual Financial Report.

ATTACHMENTS:

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: March 19, 2018

AGENDA ITEM #: 6

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Motion to accept resignation letter from Alex Snider and declare a vacancy for Council Member, At-Large.

STAFF RECOMMENDATION/ITEM SUMMARY:

On March 5, 2018, Alex Snider presented the attached formal letter of resignation to Council. This item ratifies his resignation and leaves a vacancy for the Council Member, At-Large position. This term expires in May 2019.

Please note the following excerpt of the Hewitt City Charter which provides direction to the Council for filling the unexpired term of Mr. Snider.

Sec. 2.6. - Vacancies.

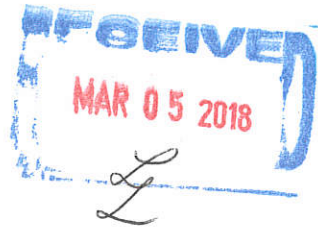
Vacancies occurring on the council may be filled as follows:

- (a) The council may fill a vacancy by appointment only once in any twelve (12) month period. Any additional vacancies occurring within said twelve (12) month period must be filled by special election unless said vacancy occurs less than one hundred twenty (120) days before a regular city election, in which event such vacancy or vacancies may be filled by appointment to serve until the next regular city election.

ATTACHMENTS:

Letter of Resignation

From: Charles Alex Snider
1017 Wind Hill
Hewitt, TX 76643
Councilman-At-Large



To: Hewitt City Council

Subj: Formal Resignation of Councilman-At-Large Seat

To Whom It May Concern,

The purpose of this letter is to officially notify the City of Hewitt that I have to resign from City Council. My employer is relocating me to Greenville, TX which will void my qualifications to be on the Council (residence).

Thank you for the privilege to serve with you all.

Most sincerely,

A handwritten signature in blue ink, appearing to read "Charles Alex Snider".

Charles Alex Snider

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: March 19, 2018

AGENDA ITEM #: 7

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider appointment to fill the unexpired term of Council Member, At-Large per Section 2.6 of the Hewitt City Charter.

STAFF RECOMMENDATION/ITEM SUMMARY:

This item allows the Council to fill the vacancy of Council Member, At-large. Please note the following excerpt of the Hewitt City Charter which provides direction to the Council for filling the unexpired term of Mr. Snider.

Sec. 2.6. - Vacancies.

Vacancies occurring on the council may be filled as follows:

- (a) The council may fill a vacancy by appointment only once in any twelve (12) month period. Any additional vacancies occurring within said twelve (12) month period must be filled by special election unless said vacancy occurs less than one hundred twenty (120) days before a regular city election, in which event such vacancy or vacancies may be filled by appointment to serve until the next regular city election.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: March 19, 2018

AGENDA ITEM #: 8

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Administer the oath of office to fill the position of Council Member, At-Large.

STAFF RECOMMENDATION/ITEM SUMMARY:

If the Council chooses to make an appointment, City Attorney Charlie Buenger will administer the oath of office.

ATTACHMENTS:

None

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: March 19, 2018

AGENDA ITEM #: 9

SUBMITTED BY: Adam Miles, City Manager

ITEM DESCRIPTION:

Consider a resolution awarding a no subsidy contract for Emergency Medical Services to American Medical Response Ambulance Service, Inc. d/b/a American Medical Response (AMR) for a term of five years and authorizing the City Manager to execute all documents necessary to complete this transaction.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt participates with surrounding cities to procure and provide emergency and non-emergency pre-hospital emergency medical services and ambulance transport for area residents. Hewitt residents enjoy a subsidy free emergency ambulance service based on the interlocal cooperation between area cities. The current agreement will terminate at the end of July 2018. On behalf of the participating cities, the City of Waco solicited Requests for Proposals (RFP) from qualified firms for emergency medical services beginning August 1, 2018. Of the four proposals received on February 1, two providers were selected for interviews. Interviews were then conducted on February 16. After review and analysis, the evaluation panel recommended award of the contract to American Medical Response Ambulance Service, Inc., also known as AMR. None of the proposals included a subsidy to be provided by the partner cities. All participating cities will consider a similar resolution in the next few weeks. Approval of this item would authorize the City Manager to execute necessary documents related to this contract; a draft agreement is include as backup to this item.

ATTACHMENTS:

Draft Agreement/Contract

RESOLUTION NO. 2018-6

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS:

That the City Council hereby awards a no subsidy contract for Emergency Medical Services to American Medical Response Ambulance Service, Inc. d/b/a American Medical Response (AMR) for a term of five years and authorizes the City Manager to execute all documents necessary to complete this transaction.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED this 19th day of March, 2018.

CITY OF HEWITT, TEXAS

Travis Bailey, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM & LEGALITY:

Charlie Buenger, City Attorney

STATE OF TEXAS

COUNTY OF McLENNAN

§
§
§

**AGREEMENT FOR EMERGENCY
MEDICAL SERVICES**

This Agreement for Emergency Medical Services (hereinafter referred to as "Contract" or "Agreement") is entered into this _____ day of _____, 2018, by and between the **Cities of Bellmead, Beverly Hills, Hewitt, Lacy-Lakeview, Robinson, Waco and Woodway** (hereinafter collectively referred to as "PARTICIPATING CITIES" and individually as "PARTICIPATING CITY"), and _____, a _____ (hereinafter referred to as "PROVIDER"). PARTICIPATING CITIES and PROVIDER are sometimes collectively referred to herein as the "Parties."

WHEREAS, the cities of Bellmead, Beverly Hills, Hewitt, Lacy-Lakeview, Robinson, Waco, and Woodway originally entered into an interlocal Agreement in April 1984 and entered into a second interlocal Agreement in March 1991, and entered into a third agreement in March 2003 for the provision of emergency medical services (EMS) at an advanced life support level [ALS] within their corporate boundaries; and

NOW THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows:

ARTICLE 1 - DEFINITION OF TERMS

1.1 The following words shall be defined as currently set out in Chapter 773 of the Texas Health and Safety Code (or as amended hereafter by state law):

- a. **Advanced Emergency Medical Technician**—[A-EMT] -- An individual certified by the Texas Department of Health as minimally proficient to provide emergency prehospital care by initiating under medical supervision certain procedures, including intravenous therapy and endotracheal or esophageal intubation.
- b. **Advanced Life Support** [ALS] -- Emergency prehospital care that uses invasive medical acts.
- c. **Basic Life Support** [BLS] -- Emergency prehospital care that uses noninvasive medical acts.
- d. **Emergency Care Attendant** -- An individual certified by the Texas Department of Health as minimally proficient to provide emergency prehospital care by providing initial aid that promotes comfort and avoids aggravation of an injury or illness.

- e. **Emergency Medical Services Personnel** -- Includes emergency care attendant [ECA], emergency medical technician [EMT], Advanced emergency medical technician—[A-EMT], emergency medical technician—paramedic [EMT-P], or licensed paramedic.
- f. **Emergency Medical Technician [EMT]** -- An individual certified by the Texas Department of Health as minimally proficient to perform emergency prehospital care that is necessary for basic life support and that includes cardiopulmonary resuscitation and the control of hemorrhaging.
- g. **Emergency Medical Technician—Paramedic [EMT-P]** -- An individual certified by the Texas Department of Health as minimally proficient to provide advanced life support that includes initiating under medical supervision certain procedures, including intravenous therapy, endotracheal or esophageal intubation, electrical cardiac defibrillation or cardioversion, and drug therapy.
- h. **Emergency Prehospital Care** -- Care provided to the sick or injured before or during transportation to a medical facility, including any necessary stabilization of the sick or injured in connection with that transportation.
- i. **First Responder** -- Certified emergency medical personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons but does not transport those persons.
- j. **Licensed Paramedic** -- An individual meeting the qualifications for an emergency medical technician-paramedic who has completed the curriculum that includes college-level course work in accordance with rules adopted by the Texas Board of Health.
- k. **Medical Supervision** -- Direction given to emergency medical services personnel by a licensed physician under the Medical Practice Act (Texas Revised Civil Statute Article 4495b) and the rules adopted under that Act by the Texas State Board of Medical Examiners.

1.2 The following definitions shall apply throughout this Agreement:

- a. **Ambulance** -- Any vehicle licensed by the State of Texas for the purpose of transporting sick and/or injured persons.
- b. **Arrival, Arrive or Arrives** -- An Ambulance “Arrives” at the scene of an incident when it is on-scene and is not moving.
- c. **Code 3** -- An ambulance emergency response with red lights and siren operating.
- d. **Code 2** -- An ambulance urgent response without red lights and siren operating.

- e. **Dispatch** -- Any instructions from the PROVIDER dispatcher for an ambulance to travel in response to an emergency or urgent call for service.
- f. **EMS** -- Emergency Medical Services.
- g. **EMS Review Committee** ["Committee"]-- The Committee consisting of representatives of PARTICIPATING CITIES which oversees and monitors performance under this contract pursuant to an Interlocal Agreement executed by the PARTICIPATING CITIES.
- h. **Incident Commander** -- Police, fire, or public safety officer who has overall control and command at an incident. PROVIDER shall assist the Incident Commander and respond to directions from the Incident Commander. A PROVIDER employee shall not serve as Incident Commander, unless no police, fire, or public safety officer is present; however, once such officer arrives at the scene, the PROVIDER employee shall brief such Officer and command over the incident shall be taken by the police, fire, or public safety officer. Incident Commanders shall consult with EMS personnel regarding the medical aspects of an incident. The highest level medical certification at scene will have responsibility or authority for the appropriateness of patient care, but operationally will be subordinate to the overall incident commander in accordance with the local public safety agency incident command structure.
- i. **Medical Director** -- Physician who specializes in emergency medicine, practices within the State of Texas and is provided by the PROVIDER to oversee and coordinate the quality control process which includes periodic monitoring and review of emergency and non-emergency transports.
- j. **Multiple Casualty Incidents** ["MCI"] -- Incidents involving three (3) or more casualties and needing multiple ambulances. MCIs are declared to be MCIs by on-scene Incident Commanders.
- k. **Mutual Aid Calls** -- Any request to an emergency call originating outside the boundaries of the PARTICIPATING CITIES to assist another EMS provider or public agency.
- l. **Public Safety Agency** -- The division of a public agency that provides fire-fighting, police, medical, or other emergency services, or a private entity that provides emergency medical or ambulance services.
- m. **Public Service Answering Point** ["PSAP"] -- A continuously operated communications facility that is assigned the responsibility to receive 9-1-1 calls as the first point of reception, and as appropriate, to dispatch public safety services or to transfer or relay 9-1-1 calls to appropriate public safety agencies.

- n. **Service Area** -- The area within the corporate limits of the PARTICIPATING CITIES.

ARTICLE 2 - GRANT OF PERMISSION TO OPERATE & SERVICE AREA

- 2.1 **GRANT & ACCEPTANCE** -- The PARTICIPATING CITIES through their Interlocal Agreement and this Agreement grant PROVIDER, and PROVIDER accepts, permission to exclusively provide prehospital EMS/ambulance service according to the terms of this Agreement. PROVIDER is awarded and shall serve as the exclusive provider of emergency and non-emergency transport service within the Service Area, regardless of the manner in which the request for service is conveyed.
- 2.2 PROVIDER agrees that this will be a ZERO SUBSIDY Agreement and PROVIDER will not receive any subsidy payments from the PARTICIPATING CITIES.

ARTICLE 3 - PERFORMANCE STANDARDS & QUALITY ASSURANCE

1. **SELECTION OF PATIENT DESTINATION.** Medical Protocols approved by the Medical Director shall establish protocols for selection of the destination hospital, which protocols shall be strictly followed by paramedic personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special consideration of patient care or practical barriers to implementation (e.g., blocked roads, hospital divert status, etc.). This Agreement is entered into by both parties pursuant to a mutual assumption that, transport protocols approved by the Medical Director shall strictly adhere to the following priorities of consideration, and shall recognize these priorities in the sequence presented:
- a. First Consideration: patient care and safety;
 - b. Second Consideration: patient/family choice;
 - c. Third Consideration: fairness in distribution of patients among hospitals. In this regard, the following rules shall apply:
 - 1. Non-Emergencies. All “non-emergency patients” (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the destination selected by the patient, the patient’s family, or the patient’s personal physician.
 - 2. Non-Life Threatening Emergencies. Patients experiencing a “non-life threatening emergency” (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the facility of choice designated by the patient, the patient’s family, or the patient’s personal physician, or if no such preference is stated, to the nearest hospital approved by the Medical Director for receipt of patients experiencing non-life threatening emergencies.

3. Life-Threatening Emergencies. Patients experiencing life-threatening emergencies (as defined by patient-assessment protocols approved by the Medical Director) shall, in accordance with transport protocols approved by the Medical Director, be delivered to the “nearest appropriate facility,” taking into consideration the patient’s condition and location, the patient’s medical requirements, and the respective capabilities of hospitals. Such transport protocols shall be consistent with then-currently-approved trauma system Regional Advisory Council protocols.
4. Enforcement. Inappropriate and unjustified deviations from these patient-destination protocols by a paramedic without direct authorization by a base station physician or inappropriate and unjustified instructions regarding such deviation by a base station physician shall be subject to sanction. Such sanctions may include reprimand, suspension of certification, or revocation of certification, depending upon frequency and severity of error.
5. Medical Control Board. A Medical Control Board currently exists that supervises the medical care provided by the Provider. Baylor Scott & White Hospital and Providence Hospital in Waco, Texas shall have the opportunity to place a representative, who is an emergency department physician, from their respective hospitals on such Medical Control Board. Additionally, nothing herein shall preclude the PARTICIPATING CITIES from also creating a separate Medical Advisory Board.

3.2 RESPONSES TO CALLS

a. Response Time Standards

1. Code 3 responses, not canceled or reduced to Code 2 or exempt pursuant to this Agreement, will be classified as Priority One or Priority Two. Priority One calls will be defined as true life-threatening emergencies. Priority Two calls will be defined as non-life-threatening emergencies. These definitions will be established by the PROVIDER medical director in accordance with American College of Emergency Physician standards. Classifications of a call will be by the PROVIDER dispatcher utilizing Medical Priority Dispatching. A call will be classified as Priority One or Two at the time the call is received and the response dispatched and will not be re-classified after the unit arrives on scene.

PROVIDER will respond with an ALS ambulance staffed with a paramedic to all Priority One calls within the boundaries of the entire area covered by the PARTICIPATING CITIES within eight minutes and fifty-nine seconds (8:59) at least 90% of the time. PROVIDER will respond with an ALS ambulance staffed with a paramedic to all Priority Two calls within the boundaries of the entire area covered by the PARTICIPATING CITIES

within twelve minutes fifty nine seconds (12:59) at least 90% of the time. These response times will be computed on a calendar month basis.

A paramedic supervisor responding in a vehicle equipped with paramedic level supplies will be able to stop the clock if arriving on the scene of a Priority One or Two call.

Non-ambulance paramedic vehicles shall not be used in place of an ALS ambulance posting position for the system status plan.

Compliance with the 90% requirements shall be determined based on the service area, without regard to boundaries between the various PARTICIPATING CITIES or any other zone or district. If a CITY annexes land, PROVIDER will have an automatic sixty (60) day exemption from response time compliance to the annexed area.

2. Compliance with the response time standards as specified in this Agreement will be determined by the Committee, or the Committee's designee(s), based on records submitted by PROVIDER on a monthly basis as required. PROVIDER agrees to provide any and all documentation relating to any call as may be requested by the Committee for the purpose of determining compliance with this Agreement as requested. Information may be redacted from the document or information provided to the Committee in order to protect a patient's right of privacy or medical confidentiality.
3. In submitting the monthly reports on responses as required by paragraph 3.5.a, if PROVIDER wants a call exempt from this response time standard, it shall note that on the report forms and include whatever documentation it deems appropriate to establish that the response should be exempt from the standard. The EMS Review Committee shall review the request for an exemption and try to determine whether to grant the exemption within thirty (30) days of the request. If additional time to make the determination beyond the thirty (30) days is needed, the Committee chairperson shall advise PROVIDER of the time needed and the reason for the delay.
4. Response time for all calls will be calculated from the moment the PROVIDER dispatch center dispatches an ambulance to the location of the emergency or designated staging area. At the moment of arrival, the ambulance crew will notify the PROVIDER dispatch center of arrival.
5. PROVIDER agrees to provide ambulance service to hospitals and nursing facilities (within the Service Area) pursuant to the terms and conditions set forth below. PROVIDER shall provide such ambulance services on a timely basis, determined as follows:

- a. Non-emergent Ambulance transportation scheduled eight (8) or more hours in advance will arrive within twenty (20) minutes fifty-nine (59) seconds of the agreed upon pickup time.
 - b. Non-emergent Ambulance transportation requests that are not prescheduled will arrive within sixty (60) minutes fifty-nine (59) seconds of the agreed upon pickup time.
 - c. PROVIDER commits to 90% compliance to all response time criteria measured on a monthly basis.
6. PROVIDER agrees to a minimum staffing to meet minimum response time standards as set out in this Agreement.
- b. **Response Time Exemptions** — In determining whether a run to a call is exempt from the response time standard, factors to be considered by the Committee shall include, but are not limited to:
 1. Calls where information on medical need is not immediately available (this situation exists when an Ambulance is not originally dispatched after the PSAP receives the call, but is subsequently requested by on-scene police, fire, or public safety personnel);
 2. Ambulances blocked by a train (Ambulances will immediately notify the PROVIDER dispatcher when an Ambulance is blocked by a train and when the train is cleared and travel resumes);
 3. In the event of MCIs, all Ambulances responding to the MCI call other than the first Ambulance on the scene;
 4. Severe weather conditions including dense fog, heavy rain or flooding, snow, or ice, except if inclement weather was predicted sufficiently in advance that levels of preparedness should have been increased and such steps were not taken;
 5. Situations where the dispatch center received false or inaccurate information or was unable to obtain adequate response information;
 6. Calls for standby at fire service calls.
 7. Calls for standby at law enforcement incidents.
- c. **Failure to Meet Response Time Standards** -- If the Committee finds that PROVIDER is failing to meet the minimum response time standards specified in this Agreement, the Committee shall notify PROVIDER of such finding(s). Upon receipt of such notice, PROVIDER will immediately take all steps necessary to

remedy these problems, including but not limited to, increasing the number of in-service ambulances available.

3.3 EQUIPMENT AND PERSONNEL

- a. PROVIDER warrants that it is licensed, equipped, staffed, and prepared to provide required services on the terms and conditions set forth in this Agreement.
- b. PROVIDER shall maintain a sufficient number of Ambulances with necessary equipment and on-duty qualified personnel to meet the response time standards set forth in paragraph 3.2a of this Agreement, and to provide the appropriate level of pre-hospital emergency medical care, as established by the local medical protocols.
- c. PROVIDER agrees that each vehicle shall have the EMS PROVIDER'S name and logo clearly marked on all sides of the vehicle with other markings as required by state regulations. The names of the seven participating cities shall be listed in alphabetical order on the driver and passenger side of the vehicle.
- d. For the purposes of Code 3 responses, PROVIDER shall staff Ambulances with two persons, with at least one (1) shall be an EMT-P. PROVIDER will assure that on-duty personnel appear neat, clean, wear clean and pressed uniforms and be able physically and mentally to perform all functions allowed by their required or voluntary certifications and/or licenses.
- e. Ambulances shall be equipped to provide ALS pre-hospital care to the standards established by federal, state and local regulations, policies, procedures and protocols. PROVIDER shall maintain all ambulances, as well as other emergency medical equipment and supplies, in a safe, sanitary and fully operational condition.
 1. Representatives of the Committee shall have the right to inspect, or have inspected, Ambulances to determine if they are properly maintained and in compliance with all applicable laws and regulations. If an Ambulance is determined not to be compliance with applicable laws and regulations, or to otherwise not be roadworthy, the Ambulance may be declared to be out of service, in which case the Ambulance cannot be used to provide services under this Contract until the Committee representatives re-inspect the Ambulance and declare it to be in full compliance and roadworthy. The Committee may seek the assistance of the Texas Department of Public Safety or other persons to determine the roadworthiness of an Ambulance.
 2. Representatives of the Committee shall have the right to inspect, or have inspected, emergency medical equipment and supplies stored or kept on Ambulances of PROVIDER to determine if they are properly maintained and in compliance with all applicable laws and regulations. If a piece of equipment is determined not to be in compliance with all applicable laws and regulations, or otherwise unsafe or unsanitary, the equipment may be

declared to be out of service for this Contract and cannot be returned to service until approved by the Committee representatives. If supplies are determined not to be in compliance with all applicable laws and regulations, or otherwise unsafe or unsanitary, the supplies may be declared to be unusable in providing services under this Contract.

3. The Committee will submit the names of persons selected to serve as inspectors to PROVIDER on an annual basis. Only these individuals will be able to perform these duties. Any inspections to be performed will occur only after notifying management staff at PROVIDER, who will accompany the inspector(s). No inspections will occur on the scene of calls, at health care facilities, or any substations other than PROVIDER administrative offices.
4. The Committee may tour the offices, substations, and storage facilities of PROVIDER after giving reasonable notice to PROVIDER and while accompanied by PROVIDER management staff.
5. In the event that a Participating City desires to engage in an emergency management and disaster drill exercises, Provider shall participate and support such exercises as requested by the PARTICIPATING CITY.
6. The PROVIDER agrees to enter into Agreements with surrounding agencies to provide for cooperation and support in the event of an emergency or disaster.

3.4 QUALITY CONTROL

- a. **Local Medical Control** -- Medical quality control shall be provided by PROVIDER at PROVIDER'S expense. Such medical quality control will be provided by a physician who specializes in emergency medicine and practices within the Service Area. This physician shall serve as PROVIDER's "Medical Director" for purposes of meeting state licensing requirements, for purposes of authorizing "standing orders," and for purposes of authorizing PROVIDER's purchases of controlled medications. The Medical Director shall oversee and coordinate the quality control process, which shall include periodic monitoring and review of emergency and non-emergency transports.
- b. **Dispatch / Communications**
 1. The CAD and dispatcher who dispatches calls within the Service Area may be remotely located in a center in a mutually agreeable location in the State of Texas. The CAD operation shall be in accordance with the PROVIDER'S policies and procedures while the 9-1-1 operation shall be maintained in accordance with the McLennan County 9-1-1 Assistance District policies and procedures.

2. PROVIDER will assist and cooperate with either McLennan County and/or PARTICIPATING CITY PSAPs engaging in a plan to synchronize time clocks as set forth by the 911 District.
 3. PROVIDER agrees to maintain current radio capabilities relating to radio communication with Service Area agencies. Communications equipment and maintenance services are to be furnished by PROVIDER. PROVIDER shall have the capability to communicate directly via 2-way radio to all seven first responder agencies on their primary channel. PROVIDER may acquire additional and compatible communications equipment at PROVIDER's own expense.
 4. PROVIDER agrees to create and maintain a local office within the area served by this Agreement and shall staff said office with a local manager on site and available, and staff support. Regular staff hours shall be kept and current on-call lists with pagers, cellular phone numbers, and a toll free telephone number shall be provided to the PARTICIPATING CITIES.
 5. PROVIDER agrees to maintain at PROVIDER'S cost an updated McLennan County 9-1-1 Assistance District 911/CAD map. PROVIDER will provide the necessary technical support needed for the updates in accordance with the 911 District guidelines.
- c. **Control Center Operations.** PROVIDER shall furnish all manpower and supervision for the operation of the Dispatch Center. Sufficient certified personnel must be present in the EMS Dispatch Center at all times to allow prompt answering of all telephone requests for emergency service at all times, except under very rare circumstances of extreme demand overload. No specific minimum personnel level requirements shall be imposed, as it is anticipated that manpower levels in the Control Center may fluctuate depending upon time of day and day of week in anticipation of known load fluctuations. PROVIDER's staffing levels shall be such that the control center performance meets following requirements which mirrors NFPA 1710 *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* Chapter 4 Section 4.1.2.3 Alarm Handling:
1. The PROVIDER's dispatch/communications center shall have an alarm answering time of not more than 15 seconds for 95% of the alarms received and not more than 40 seconds for 99% of the alarms received. Alarm answering time is defined as the time beginning when the alarm is received at the PROVIDER's communication center and ends when the alarm is acknowledged at the PROVIDER's communications center.
 2. Alarm processing time is defined as the time interval from when the alarm is acknowledged at the PROVIDER's communications center until response information begins to be transmitted via voice or electronic means to emergency response facility and emergency response units. Emergency alarm processing for the following call

types shall be completed within 90 seconds 90 percent of the time and within 120 seconds 99 percent of the time:

- a. Calls requiring emergency medical dispatch questioning and pre-arrival medical instructions.
- b. Calls requiring language translation.
- c. Calls requiring the use of a TTY/TDD device or audio/video relay services.
- d. Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units.
- e. Hazardous materials incidents.
- f. Technical rescue.
- g. Calls that require determining the location of the alarm due to insufficient information.
- h. Calls received by text message.

3.5 REPORTS AND RECORDS

- a. **Response Time Report** -- A monthly response time report showing every emergency and non-emergency call by priority during a month shall be filed with the PARTICIPATING CITIES by the 10th day of the next month. The Response Time Report shall be calculated based on a thirty (30) day period and shall not be an average of annual numbers. This report shall be submitted in a report format approved by the Committee and shall include at a minimum the response time as measured in minutes and seconds, the nature of the call as known at the time of the dispatch, and an indication of whether a patient was transported. The report shall list separately all calls originating within any PARTICIPATING CITY (listed separately by each PARTICIPATING CITY). Emergency calls in McLennan County to areas outside the PARTICIPATING CITIES shall be listed separately.

The Response Time Report shall also include when a Level 0(no ambulances available) occurred and when it ended along with the total numbers of minutes and seconds the system was at Level 0 for the reporting month.

- b. **Financial Reports** – PROVIDER shall provide the Committee with annual reports that reflect annual gross patient charges along with independent review of agreed upon charges.
- c. **Time Stamps and Response Time Calculations**
 1. PROVIDER shall record the following time stamps for time calculations:
 - a. Start of alarm answering time – when alarm is received (i.e. phone begins to ring).
 - b. End of alarm answering time – when alarm is acknowledged (i.e. phone is answered).
 - c. Start of alarm processing time – same as end of alarm answering time; when the alarm is acknowledged.

- d. End of alarm processing time – when response information begins to be transmitted via voice or electronic means to emergency response facility and emergency response units.
 - e. Start of response time – same as end of alarm processing time.
 - f. Unit on scene time – unit has reported on scene.
 - g. Beginning of Level 0 – no ambulances available.
 - h. Ending of Level 0.
- 2. Alarm answering time is defined as the time beginning when the alarm is received at the PROVIDER's communication center and ends when the alarm is acknowledged at the PROVIDER's communications center.
 - 3. Alarm processing time is defined as the time interval from when the alarm is acknowledged at the PROVIDER's communications center until response information begins to be transmitted via voice or electronic means to emergency response facility and emergency response units.
- d. Additionally, as requested, PROVIDER shall provide the Committee with an annual consolidated financial statement of _____.
 - e. As requested, PROVIDER shall submit to the Committee reports and documents related to Ambulance calls of PROVIDER operation, pursuant to this Agreement.
 - f. Complying with the reporting and records requirements of this Agreement shall be at the expense of PROVIDER.
- 3.6 **METHODS TO ACHIEVE STANDARDS** – PROVIDER shall be responsible for determining how to meet standards set forth in this Agreement. Meeting the standards set forth in this Agreement includes taking steps to increase preparedness levels when inclement weather is predicted or other events are scheduled sufficiently in advance to alert PROVIDER to reasonably anticipated additional needs in providing service. PROVIDER will maintain a system status plan that is dynamic and based on historical call demand.

**ARTICLE 4 - NON-DISCRIMINATION IN SERVICES,
BENEFITS AND FACILITIES**

- 1. PROVIDER shall not discriminate in the provision of services under this Contract because of race, color, creed, national origin, religion, sex, age or physical or mental handicap in accordance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e et seq., rules and regulations promulgated pursuant thereto, or as otherwise provided by federal, state and local laws, regulations or ordinances as they now exist and may hereafter be amended or added. Nor shall there be any discrimination based on a person's sexual preference.
- 2. In addition to all other contractual or legal duties and obligations, PROVIDER shall:

- a. ensure that its appropriate personnel involved in providing services under this Agreement are educated regarding Acquired Immunity Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC);
 - b. ensure that services under this Agreement are provided to persons with AIDS or ARC or identified as HIV positive, if such persons are otherwise eligible for services;
 - c. not deny services under this Agreement solely because a person is HIV positive or has AIDS or ARC; and
 - d. not deny services under this Agreement solely because a person is afflicted with any other infectious disease.
3. PROVIDER will respond and transport all 911 calls regardless of the patients ability to pay. PROVIDER will provide service for medically necessary non-emergency transports regardless of the patients ability to pay.
4. Non-Compete. During the Term of this Agreement, neither the Provider nor its parent, _____, shall engage in or participate in the establishment of an acute care hospital or clinic in McLennan County, Texas.

ARTICLE 5 - ASSISTANCE TO FIRST RESPONDER PROGRAM

- 5.1 **FIRST RESPONDER PROGRAM** -- To provide emergency pre-hospital patient care as quickly as possible to those in need, the PARTICIPATING CITIES may operate First Responder Programs through their fire, police, or public safety departments. In some instances, a PARTICIPATING CITY may support a First Responder Program through a volunteer fire department that provides fire and rescue services within the PARTICIPATING CITY. PROVIDER commits to support and assist the First Responder Programs that are operated or supported by the PARTICIPATING CITIES, whether provided through full-time paid employees or through a volunteer program.
- 5.2 PROVIDER will support the First Responders of the PARTICIPATING CITIES by providing entry-level and in-service training programs such as ECA, EMT and Continuing Education for re-certification at no charge to those departments. PROVIDER will provide First Responders with automated external defibrillators AEDs and provide for the routine maintenance and replacement of said AEDs, subject to the normal wear and tear and based upon the normal useful life of such equipment. Further, PROVIDER will provide disposable items one for one, used in patient care by the First Responder Departments.
- 5.3 **RESUPPLY** – PROVIDER shall resupply a First Responder with disposable items utilized by the First Responder in treating a patient turned over to PROVIDER. PROVIDER may bill patient for the items resupplied to the First Responder. The resupply will occur in accordance with procedures agreed to between the Committee and PROVIDER.

- 5.4 **DISPOSAL** – PROVIDER shall provide Responders with the disposal of medical wastes. This shall be done in accordance with procedures agreed to between the Committee and PROVIDER. In the event that the Provider cannot clean up medical waste on site, the Responders shall use bio-hazard bags to transport and dispose of said medical waste at a facility approved by PROVIDER.
- 5.5 **First Responder Alert** – PROVIDER is responsible for rapidly, and accurately alerting first responders in accordance with procedures negotiated with each of the Participating Cities, as appropriate. The need for first response alert shall be determined in strict accordance with dispatch protocols approved by the Medical Director. The services furnished by first responders are extremely valuable to patient care, and are indispensable in some cases. The PROVIDER shall maintain the best possible working relationship between the ambulance service system and first response provider organizations. The Participating Cities will provide first responder assistance to the extent that they are capable; however, it must be noted that several of the Participating Cities operate with volunteer fire departments and small police departments.

ARTICLE 6 - USER FEES

6.1 PATIENT CHARGES

- a. Within ten (10) days of the Parties' execution of this Agreement, PROVIDER shall file with the Committee chairperson a schedule of rates that will be the maximum rate PROVIDER will charge a patient for rendering services during the first twelve (12) months of this Agreement.
- b. **ANNUAL INFLATION ADJUSTMENTS.** The PARTICIPATING CITIES shall annually permit adjustment of the Provider average patient charge which shall not exceed the weighted average percentage change in the Medical Consumer Price Index (75%) and the Local Consumer Price Index (25%) set by Baylor University over the most recent 12-month period for which published figures are available. _____ has the discretion to accept all or a portion of the maximum allowable inflation adjustment and may apply those amounts in the manner determined by _____.
- c. **EXTRAORDINARY ADJUSTMENTS FOR EXTERNALLY IMPOSED UPGRADES.** PROVIDER may periodically apply for extraordinary rate adjustments to offset the actual and reasonable marginal costs of implementing and maintaining clinical upgrades required by the PARTICIPATING CITIES or Medical Director. All such approvals of Extraordinary Adjustment shall be subject to optional review and confirmation or denial by the PARTICIPATING CITIES.
- d. **EXTRAORDINARY ADJUSTMENTS FOR UNUSUAL COST INCREASES.** As may be justified by circumstances beyond PROVIDER'S reasonable control (e.g., industry wide insurance cost increases of major magnitude, restoration of OPEC's pricing powers, etc.), PROVIDER shall be eligible for

temporary but renewable as justified and approved by the PARTICIPATING CITIES “extraordinary rate adjustment” when the PARTICIPATING CITIES find that the cause of such extraordinary increase in the cost of one or more factors of production necessary to produce quality pre-hospital care is due to an unusually large, rapid increase in the cost to PROVIDER of that factor of production, in which this increase is industry wide, not the result of poor purchasing practices and not the result of increased consumption of the factor of production. Provided, however, all such approvals of Extraordinary Adjustment shall be subject to optional review and confirmation or denial by the PARTICIPATING CITIES.

- 6.2 **PUBLIC EMPLOYEES & VOLUNTEER FIRE/POLICE** - To the extent allowed by law, PROVIDER will provide emergency transport services to any on duty public employee or to a volunteer fire fighter or reserve peace officer of one of the PARTICIPATING CITIES without any charge to the PARTICIPATING CITY or the individual transported. Transporting without charge shall apply to a volunteer fire fighter or reserve peace officer who is responding to an emergency or who is leaving the emergency for a period of up to 30 minutes after leaving the emergency or until s/he arrives home by a direct route without any intervening stops, whichever is greater. This paragraph shall not preclude the PROVIDER from billing an employee’s worker’s compensation insurance carrier for said transport. Nothing herein shall prevent PROVIDER from billing any third-party payor for such transport.

ARTICLE 7 - RESPONSE TIME PENALTIES

1. Because the PARTICIPATING CITIES may suffer damages from any violation of response time compliance, the PARTICIPATING CITIES and PROVIDER agree to the following schedule of penalties:
 - a. For failure to respond within eight minutes and fifty-nine seconds (08:59) following dispatch for two consecutive months on a minimum of ninety percent (90%) of Priority One calls, PROVIDER shall be assessed \$3,000 for each percentage point, or portion of percentage point, below the ninety percent (90%) level.
 - b. For failure to respond within twelve minutes and fifty-nine seconds (12:59) following dispatch for two consecutive months on a minimum of ninety percent (90%) of Priority Two calls, PROVIDER shall be assessed \$2,500 for each percentage point, or portion of percentage point, below the ninety percent (90%) level.
 - c. For failure to provide contractually required reports as stated in 3.5 in a timely manner as required by stated due date, PROVIDER may be assessed \$500 per day for each day, or part thereof, that such reports are not provided after the due date upon affirmative vote by sixty eight percent (68%) of the EMS Review Committee.

ARTICLE 8 – DISASTER ASSISTANCE AND MUTUAL AID

- 8.1 During a declared disaster, in the contracted service area of the seven cities, the normal course of business shall be interrupted from the moment the disaster situation is made known to the PROVIDER by the PARTICIPATING CITIES's designated representative. PROVIDER shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, the PROVIDER shall be exempted from response time performance requirements, including late run penalties, until notified by that disaster situation no longer exist. At the scene of such disasters, the PROVIDER's personnel shall perform in accordance with local disaster protocols established by that community. When disaster assistance has been terminated, PROVIDER shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc. During the course of the disaster, PROVIDER shall use best efforts to provide local emergency coverage, and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.
- 8.2 Normal (i.e., not disaster related) mutual aid calls rendered by the PROVIDER shall be performed in accordance with approved mutual aid agreements. In the course of rendering such mutual aid services, the PROVIDER shall not be exempt from late-run deductions otherwise imposed by this Contract, and PROVIDER shall manage any response to such mutual aid requests in a manner which does not jeopardize PROVIDER's ability to render reliable response time performance as required hereunder.

ARTICLE 9 –SERVICE TO NEIGHBORING JURISDICTIONS

- 9.1 In the event PROVIDER furnishes ambulance services to a neighboring jurisdiction(s), PROVIDER'S methods of providing coverage shall not jeopardize or impair coverage in PARTICIPATING CITIES.

ARTICLE 11 - TERM OF AGREEMENT

- 11.1 **INITIAL TERM** -- The term of this Agreement shall be for five (5) years commencing on _____, 2018 and ending _____, 2023.
- 11.2 **RENEGOTIATION** - The PARTICIPATING CITIES and PROVIDER agree to renegotiate in good faith, after the initial period of forty-two (42) months through the 48th month of this Agreement.

ARTICLE 12 - TERMINATION OF AGREEMENT

- 12.1 PARTICIPATING CITIES shall have the right to terminate or cancel this Agreement or to pursue appropriate legal remedy in the event PROVIDER materially breaches this Agreement and fails to correct such breach within seven (7) days following the service of a written notice by PARTICIPATING CITIES certifying the breach and the effective date of intended termination of this Agreement absent a cure. Conditions and circumstances which constitute a material breach by PROVIDER shall include, but are not limited to the following:
- a. Failure of PROVIDER to operate the ambulance service in compliance with the requirements of this Agreement and the applicable Federal, State and local laws, rules and regulations.
 - b. Falsification of data supplied to the PARTICIPATING CITIES, or other applicable regulatory agencies, including by way of example but not by way of exclusion: dispatch data, patient report data, response time date, financial data, or falsification of any other data specifically required under the Agreement or requested by the EMS Review Committee.
 - c. Failure to maintain vehicles and equipment in accordance with accepted industry standards of preventative maintenance practices.
 - d. Failure to meet response time requirements for more than three (3) consecutive months or four months during any 12 month period, as required by this Agreement.
 - e. Failure to provide and maintain the required insurance as set forth in this Agreement.
 - f. Failure to pay response compliance penalties in a timely manner as provided in this Agreement.
 - g. Failure to provide or maintain a suitable performance bond or letter of credit as required by Section 12 of this Agreement.
- 12.2 PROVIDER shall have the right to terminate or cancel this Agreement or to pursue appropriate legal remedy in the event PARTICIPATING CITIES materially breaches this Agreement and fails to correct such breach within ten (10) days following the service of a written notice by PROVIDER certifying the breach and the effective date of intended termination of this Agreement absent a cure.
- 12.3 PARTICIPATING CITIES and/or PROVIDER may terminate this Agreement without cause upon one hundred and fifty (150) days written notice served upon the other. If a PARTICIPATING CITY exercises this option to withdraw from participation in this Agreement for reasons other than annexation/merger by another PARTICIPATING CITY, or material breach by PROVIDER, then PROVIDER will be allowed to continue providing non-emergency transport services as an exclusive provider for the remainder of the Contract term. Upon the giving of such notice, this Agreement shall automatically

terminate on the one hundred and fifty first (151st) day from the date of said notice. Termination of this Agreement pursuant to the provisions of this section shall not release or discharge any of the parties from any rights or obligations accrued herein under prior to such termination.

- 12.4 PARTICIPATING CITIES or PROVIDER may terminate this Agreement upon one hundred and fifty (150) days written notice served upon either party if legislation or judicial decision indicates that this Agreement violates antitrust laws.
- 12.5 The remedies provided in this Agreement shall not limit or affect the right of PARTICIPATING CITIES or PROVIDER to pursue any other remedies including, but not limited to, law or equity, to terminate this Agreement.
- 12.6 In the event this Agreement is suspended and/or terminated, the PARTICIPATING CITIES retain the right to provide emergency ambulance transport services in any manner and anywhere deemed proper by the PARTICIPATING CITIES.

ARTICLE 13 - STATUS OF PROVIDER

- 13.1 **INDEPENDENT CONTRACTOR** — It is understood and agreed that PROVIDER is an independent contractor and that no partnership, joint venture or other similar relationship exists nor does a relationship of employer-employee, exist between the Parties hereto.
 - a Neither PROVIDER nor any of PROVIDER's employees, agents, partners, officers and/or contractors shall be entitled to any benefits payable to employees of PARTICIPATING CITIES.
 - b PROVIDER is subject to the control or direction of PARTICIPATING CITIES, the Committee as specified in this Agreement, merely as to the result to be accomplished by the services hereunder to be rendered and performed and not as to the means and methods for accomplishing the results.

ARTICLE 14 - LIQUIDATED DAMAGES AS REMEDY

- 14.1 Liquidated Damages. Because the PARTICIPATING CITIES may suffer damages from any violation of this Agreement, which damages may be uncertain and difficult to quantify, the PARTICIPATING CITIES and PROVIDER agree to the following schedule of liquidated damages.
 - a In the event the performance bond or the letter of credit is not provided, the PROVIDER shall be subject to a \$1,000.00 per day liquidated damage.
 - b Before assessing liquidated damages against PROVIDER, the PARTICIPATING CITIES by and through the Committee shall give PROVIDER ten (10) calendar days written notice of its intention to assess such damages. If PROVIDER believes that grounds for assessing liquidated damages do not exist or the amount being

assessed is not correct, PROVIDER shall have ten (10) days to file an appeal of the assessment with the Committee. The Committee shall hold a meeting to consider the matter and make a decision within thirty (30) days of the appeal. The decision of the Committee shall be final.

- c. When liquidated damages are assessed, PROVIDER shall have ten (10) calendar days from the date of the assessment notice or from the date of the Committee decision if the assessment is appealed, to pay to the City of Waco the assessed amount. Monies paid shall be distributed among the PARTICIPATING CITIES providing First Responders (either as employees or volunteers) in accordance with the formula set out in the Interlocal Agreement between the PARTICIPATING CITIES. Any monies paid to the PARTICIPATING CITIES are to be used in support of the First Responder Program.
- d. The collection of liquidated damages as a remedy may be in addition to the PARTICIPATING CITIES taking action to terminate this Agreement because of the material breach in the terms of this Agreement.

ARTICLE 15 LETTER OF CREDIT/PERFORMANCE BOND

- 15.1 PROVIDER shall acquire and provide either a performance bond or letter of credit in the amount of One Million Dollars (\$1,000,000) in United States currency on or before the commencement date of this agreement. This bond or letter of credit shall be paid to PARTICIPATING CITIES in the event that PROVIDER becomes unable to provide services under this Contract. PARTICIPATING CITIES shall use this bond solely to provide emergency Ambulance transport services until another provider is chosen and begins to provide comprehensive services to the PARTICIPATING CITIES. The provider of this performance bond or letter of credit shall give PARTICIPATING CITIES thirty (30) days notice of any default by BIDDER and shall not require unduly burdensome conditions precedent to the collection of this bond.
- 15.2 In the event the PARTICIPATING CITIES serves notice of their intent to terminate the Agreement for cause, the PARTICIPATING CITIES shall have the right to lease certain operational assets of PROVIDER at fair market value for a period not to exceed six (6) months. The six (6) month period shall commence on the last day service is provided by PROVIDER and the PARTICIPATING CITIES thereafter assume the responsibility for providing said services. Such assets may include Ambulances, vehicles, equipment, supplies, and the communications system. The lease shall be an Agreement between PROVIDER and the PARTICIPATING CITIES.

PROVIDER shall work with the PARTICIPATING CITIES to assure continuous delivery of services regardless of the underlying cause of the Agreement termination. PROVIDER acknowledges that there is a public health and safety obligation that the PARTICIPATING CITIES are able to provide uninterrupted service delivery in the event of termination of this Agreement.

ARTICLE 16 - INDEMNIFICATION

- 16.1 PROVIDER shall indemnify, defend and hold harmless PARTICIPATING CITIES, its elected officials, officers, agents, and employees from any and all claims, demands, damages, costs, expenses, (including attorneys fees), judgments, or liabilities arising out of, occasioned by or pertaining to:
- a. The execution, performance, attempted performance of, or failure of PROVIDER, or PROVIDER's agents or employees or other independent contractors directly responsible to PROVIDER to perform any act, or omission to act as required by this Agreement.
- Neither PROVIDER, _____ nor any of their employees, officers, directors, subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Committee, any PARTICIPATING CITY or any of their officers, agents, representatives or employees.
- 16.2 PROVIDER shall defend any such action by counsel reasonably satisfactory to PROVIDER.

ARTICLE 17 - INSURANCE

- 17.1 Without limiting any indemnification under this Agreement, PROVIDER shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance covering its operations. The types of insurance to be secured, its specifications and the amount of coverage shall be as specified in this Article. All policies shall contain endorsements providing that the PARTICIPATING CITIES is an additional insured and that any insurance and/or self-insurance maintained by the PARTICIPATING CITIES shall apply in excess of and not contribute with insurance provided by this policy. This insurance shall not be canceled, suspended, limited, voided, reduced in coverage, non-renewed or canceled for nonpayment of premium until after sixty (60) days advance written notice has been given to the PARTICIPATING CITIES.
- 17.2 Certificates or Binders evidencing the maintenance of PROVIDER's insurance coverage showing the endorsements specified herein and compliance with the provisions of this Agreement shall be filed with the chairperson of the Committee prior to the effective date of this Agreement. PROVIDER shall also file with the chairperson of the Committee certificates of renewal for these policies that are renewed during the term of this Agreement, or new certificates for any policies replaced or modified during the term of this Agreement.
- 17.3 PROVIDER shall carry a commercial/comprehensive general liability insurance policy or equivalent self-insurance, providing protection against claims for bodily injury and property damage for premises and operations; personal injury for premises and operations; independent contractors (if any basis); incidental contracts, contractual liability; and

products and completed operations. To the extent coverage is not otherwise provided under the business automobile liability policy specified in this Agreement, coverage under this policy shall also include non-owned automobiles. The commercial/comprehensive liability coverage shall not be less than three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury, or property damage, combined single limit, on an occurrence policy form.

- 17.4 PROVIDER shall carry a professional liability (malpractice liability) insurance policy or equivalent self-insurance, providing protection against legal liability arising out of an occurrence of malpractice, error or mistake in rendering or failing to render professional services in the practice of the PROVIDER's profession. The professional liability (malpractice liability) coverage shall not be less than three million dollars (\$3,000,000) bodily injury or personal injury per occurrence. If such policy is provided on a "claims made" form, the retroactive date must be the date this Agreement becomes effective or a date prior to the effective date of this Agreement. The claims made tail coverage shall not be less than two (2) years after the policy expiration.
- 17.5 PROVIDER shall carry a business automobile liability policy providing protection against loss as a result of liability to others arising out of the ownership, maintenance, or use of any automobile and resulting in bodily injury or property damage. The business automobile liability coverage shall not be less than three million dollars (\$3,000,000) per occurrence for bodily injury or property damage, combined single limit.
- 17.6 PROVIDER shall carry an insurance policy providing full worker's compensation coverage for all persons employed in accordance with the worker's compensation laws of the State of Texas. The minimum limits for such policies shall include minimum statutory worker's compensation coverage and employee's liability limits of \$1,000,000/\$1,000,000/\$1,000,000. A waiver of subrogation shall be granted by this paragraph to all PARTICIPATING CITIES.
- 17.7 PROVIDER may carry an excess policy or umbrella policy to meet the above required limits of liability.

ARTICLE 18 - REPRESENTATION OF AUTHORITY

The Parties to this Agreement warrant and represent that they, and those persons, signing on behalf of the Parties, have the power and authority to enter into this Agreement.

ARTICLE 19 - NOTICE

- 19.1 Any notice or communication required under this Agreement shall be deemed to have been served when it is deposited in the United States Mail, postage prepaid, and addressed, or when personally served.
- 19.2 Notices will be served as follows:

TO PARTICIPATING CITIES:

To each designated representative on the Committee. Either the Committee chairperson or each CITY shall give PROVIDER notice of the name, address, telephone number, and fax number of the representative(s) within ten (10) days of the effective date of this Agreement.

CITY OF BELLMEAD

3015 Bellmead Drive
Bellmead, Texas 76705-2969
Phone: (254) 799-2436
Fax: (254) 799-5969
William (Billy) T. Hlavenka Jr, Fire Chief

CITY OF BEVERLY HILLS

3418 Memorial Drive
Beverly Hills, Texas 76711
Phone: (254) 752-2585
Fax: (254) 757-3505
Attn: Debra Bruce, Chief of Police

CITY OF HEWITT

200 Patriot Court
Hewitt, Texas 76643
Phone: (254) 666-6171
Fax: (254) 666-6014
Adam Miles, City Manager

CITY OF LACY LAKEVIEW

503 East Craven
Lacy Lakeview, Texas 76705-1952
Phone: (254) 799-2479
Fax: (254) 799-8790
Keith Bond, City Manager

CITY OF ROBINSON

111 W. Lyndale
Robinson, Texas 76706
Phone: (254) 662-1415
Fax: (254) 662-1035
Craig Lemin, City Manager

CITY OF WACO

Fire Department
1016 Columbus Avenue
Waco, Texas 76701

Phone: (254) 750-1740
Fax: (254) 750-1769
Bobby Tatum, Fire Chief
Paul Simmons, Deputy Chief

CITY OF WOODWAY
924 Estates Drive
Woodway, Texas 76712
Phone: (254) 772-4480
Fax: (254) 772-0695
Yost Zakhary, City Manager

TO PROVIDER:

Attention: _____
Telephone: _____
Fax: _____

- 19.3 The Parties may designate different names, addresses, telephone numbers, and fax numbers to which subsequent notices or other communications will be sent through notice given hereunder within ten (10) days of any change.
- 19.4 All notices sent via mail shall be certified, return receipt requested.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

- 20.1 **APPLICABLE LAWS AND VENUE** -- PROVIDER shall provide services in accordance with all applicable administrative regulations, local, state and federal laws. This Agreement shall be governed by the laws of the State of Texas. The obligations and undertakings of each of the Parties to this Contract shall be performable in McLennan County, Texas.
- 20.2 **EXTENT OF CONTRACTUAL DOCUMENTS** --This Agreement shall consist of this basic document and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of this Agreement.
- 20.3 **COMPLETENESS OF INSTRUMENT** -- This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth in this Agreement, neither party shall be liable for any express or implied representations pertaining to this Agreement.

- 20.4 **CAPTIONS** -- The captions of this Agreement are for convenience and reference only and the words contained in these captions shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 20.5 **SEVERABILITY** -- If any term, provision, covenant, or condition of this Contract 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.
- 20.6 **ASSIGNMENT, DELEGATION AND SUCCESSORS**
- a. Assignment and Delegation -- PROVIDER shall not assign any rights or delegate any duties under this Agreement to a third party (whether voluntarily, or by operation of law, or otherwise) without the advance written consent of the PARTICIPATING CITIES. Consent to transfer will not be unreasonably nor arbitrarily delayed or withheld. If the PARTICIPATING CITIES give their approval to an assignment, then PROVIDER guarantees that any subcontractor will carry all insurance required pursuant to this Agreement.
 - b. Successors -- In the event of any sale, transfer, or assignment of this Agreement consented to by the PARTICIPATING CITIES, the transferee or its legal representative shall agree in writing with the PARTICIPATING CITIES to personally assume, perform, and be bound by the covenants, obligations, and Agreements contained herein.
- 20.7 **AMENDMENTS** -- Except as provided in this Agreement, no alteration, modification, amendment, variation of the terms or waiver of any terms of this Agreement shall be valid unless made in writing and signed by all Parties.
- 20.8 **MULTIPLE COPIES** -- This Contract may be executed in multiple counterparts each of which constitutes an original.
- 20.9 **MISSPELLED WORDS** -- Misspelling of one or more words in this Agreement shall not vitiate this Contract. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.
- 20.10 **FORCE MAJEURE** -- Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.
- 20.11 **ACCESS TO RECORDS** -- As an independent contractor of the PARTICIPATING CITIES and/or the Committee, the PROVIDER shall, in accordance with 42 U.S.C., §1395x(v)(1)(I) (Social Security Act §1861(v)(1)(I) and 42 C.F.R., Part 420, Subpart D,

§420.300, et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable Services pursuant to this Contract, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and to PROVIDER's books, documents and records (as such terms are defined in 42 C.F.R., §420.301) necessary to verify the nature and extent of costs of Medicare reimbursable Services provided under this Contract. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by PROVIDER under this Contract are carried out by the means of a subcontract with an organization related to PROVIDER, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve (12) month period, then the subcontract between PROVIDER and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by PROVIDER, the PARTICIPATING CITIES or the Committee by virtue of this Contract.

- 20.12 **THIRD PARTIES** -- None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third party. Except as provided above, any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the Parties hereto and such agreement or assumption shall not inure to the benefit of any third party, including an obligee.

ATTEST: CITY OF BELLMEAD

BY _____

City Secretary Title: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

ATTEST: CITY OF BEVERLY HILLS

BY _____

City Secretary Title: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

CITY OF HEWITT

ATTEST:

BY _____

City Secretary

Title: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

CITY OF LACY-LAKEVIEW

ATTEST:

BY _____

City Secretary

Title: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

CITY OF ROBINSON

ATTEST:

BY _____

City Secretary

Title: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

CITY OF WACO

ATTEST:

BY _____

City Secretary

Title: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

CITY OF WOODWAY

ATTEST:

BY _____

City Secretary

Title: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

T TEXAS MEDICAL CENTER d/b/a

(Provider)

ATTEST:

BY _____

Title _____