

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DEER PARK, TEXAS AND
TEXAS DIVISION OF EMERGENCY MANAGEMENT**

This Interlocal Agreement (“Agreement”) is made and entered into between the City of Deer Park, Texas (“Receiving Party”) and Texas Division of Emergency Management, a member of The Texas A&M University System, an agency of the State of Texas (“Performing Party”) for the purpose of facilitating the provision of emergency services.

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, Receiving Party seeks to employ a qualified physician designated by the Performing Party and licensed by the Texas Medical Board, to serve as EMS Medical Director of Deer Park’s Emergency Medical Services (EMS) Program, and who will provide medical oversight to the EMS Program.

WHEREAS the performance of this Agreement by Performing and Receiving Parties will be in the common interest of the Parties.

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, Performing Party and Receiving Party hereby agree as follows.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party shall perform the following:

1. Performing Party will perform the duties outlined in Texas Administrative Code Title 22 Part 9 Chapter 169 Rule 169.13 “Medical Director or Chief Medical Officer Responsibilities.”
2. The Performing Party Medical Director will provide the Protocols and Standing Delegation Orders along with related updates. Updates may require additional supplies, equipment, or training by Receiving Party.

3. The Medical Director will establish specific minimum criteria that each of the Receiving Party EMS personnel employed by and/or volunteering with, is required to meet.
4. The Medical Director will meet at a minimum semi-annually with medical directors from local emergency departments.
5. Performing Party is not responsible for state and national recertification of Receiving Party's EMS designated personnel.
6. Performing Party is not responsible for Receiving Party's EMS designated personnel's malpractice coverage.
7. The Director of Medical Response Services of Performing Party or a party designated by Performing Party may suspend any EMS personnel designated by Receiving Party under this agreement without prior notice for cause.

Receiving Party shall perform the following:

1. EMS personnel designated by the Receiving Party are responsible for state and national recertification.
2. EMS personnel designated by the Receiving Party shall, while providing EMS under this agreement, comply with the current Performing Party's EMS Protocols and Standing Delegation Orders.
3. EMS personnel designated by the Receiving Party shall be responsible for maintaining and restocking equipment and supplies to ensure compliance and readiness required by Performing Party's EMS Protocol and Standing Delegation Order.
4. EMS personnel designated by the Receiving Party shall be responsible for complying with Health Insurance Portability and Accountability Act (HIPAA).
5. EMS personnel designated by the Receiving Party shall be responsible for malpractice coverage not included in this agreement.
6. Receiving Party is responsible for compliance with laws, policies, regulations, and procedures.

JOINT AGREEMENTS

1. The total amount of this Contract shall not exceed \$ 27,170 Twenty-Seven Thousand, One Hundred and Seventy Dollars) for the fiscal year ending August 31, 2025 which will be billed monthly for medical director services for period October 1, 2025 to August 31, 2026.
2. The Receiving Party shall pay for services received and other fees from appropriation items or accounts of Receiving Party from which like expenditures would normally be paid, based upon special vouchers drawn by Receiving Party, or through electronic transactions, payable to Performing Party.
3. The Performing Party will submit an electronic invoice to Receiving Party at the address provided by Receiving Party. Receiving Party will make payment to Performing Party within thirty (30) calendar days of the invoice date through electronic funds transfers.
 - a. Electronic invoice will be sent monthly to Receiving Party at the following address: ctighe@deerparktx.org.
4. Payments received by Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.
5. Notwithstanding anything herein to the contrary, this Agreement will remain in force at the pleasure of either entity; either party may terminate this Agreement upon the issuance of a thirty (30) calendar days' advance written notice to the other party. In the event of such termination, the Performing Party shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The Receiving Party shall be liable only for payments limited to the portion of work performed by Performing Party. The parties may provide notice to the addresses below.

Performing Party:

Texas Division of Emergency Management

Attn: _____

Phone: _____

Email: _____

Receiving Party:

City of Deer Park, Texas

Attn: _____

Phone: _____

Email: _____

6. This is the entire agreement between the parties; no oral representations made by either party to this Agreement not reduced writing herein will be of any effect whatsoever.
7. This Agreement may be executed in multiple copies for the convenience of the parties.
8. The parties may amend or extend this agreement by mutual written agreement.

This Agreement has been approved by RECEIVING PARTY and executed by its authorized signatory. PERFORMING PARTY has executed this Agreement in accordance with its governing regulations.

PERFORMING PARTY:

Texas Division of Emergency Management

By: _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

City of Deer Park, Texas

By: _____

Name: _____

Title: _____

Date: _____