

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

SPECIAL SESSION:

1. Citizen Comments

This is an opportunity for citizens to address the Council on any matter, whether it is or is not posted on the agenda. The Council is not permitted to discuss or take action on any presentations made to the Council concerning an item not listed on the agenda. To address the Council, you must submit a Public Comment Form to the City Secretary prior to the Citizen Comments portion of the meeting, and you will be called to the podium to speak up to three (3) minutes or the time limit determined by the mayor or presiding officer. Topics of presentations should be limited to matters over which the Council has authority. Public Comment Forms are located in the lobby and online.

EXECUTIVE SESSION:

Convene in closed executive session to deliberate the following items:

A. Consultation with attorney pursuant to Texas Government Code Section 551.071.

- Receive legal advice & discuss status of Fort Worth Ambulance Services agreement.

Re-convene in Special Session and take any action necessary based upon Executive Session discussion.

2. Public Hearings, Briefings and Action Items:

A. Mayor Jones

Discuss and take action on the Emergency Medical Services Memorandum of Understanding Agreement, authorizing the City of Fort Worth to dissolve MedStar, aka “the Authority”, become the sole provider of ambulance services in the region, assuming the City of Westworth Village’s assets in the Authority and outlining the payment method to be used to calculate payment for EMS services to the City of Fort Worth.

B. Mayor Jones

Discuss and take action on the Interlocal Agreement with the City of Fort Worth to provide Emergency Medical Services (ambulance, formerly MedStar) to the citizens of Westworth Village.

C. Mayor Jones

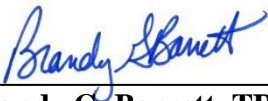
Discuss and take action on Ordinance 510 replacing Article 6.07 Emergency Medical Services, Uniform EMS, in accordance with the Emergency Medical Services Memorandum of Understanding Agreement, designating the City of Fort Worth as the EMS Provider of the EMS System within the corporate limits of City as provided by the terms of the EMS Interlocal Agreement between Fort Worth and the City. (This ordinance will be effective when Fort Worth receives their state medical license to operate an independent ambulance service, July 2025.)

ADJOURN

The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. A quorum of other committee, board and commission members may be present at this meeting; no action will be taken by them.

This facility is wheelchair accessible and handicapped parking spaces are available. Requests for accommodations for the hearing impaired must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 710-2526 for assistance.

I certify that the above notice was posted on the bulletin board at the Westworth Village City Hall, 311 Burton Hill Road, Westworth Village, Texas, and city website, on this, the 22nd day of November 2024, at 3pm, in accordance with Chapter 551 of the Texas Government Code.



Brandy G. Barrett, TRMC
City Administrator/City Secretary




PUBLIC HEARING, BRIEFINGS AND ACTION ITEMS ON THIS AGENDA:
2ABC: Ambulance services through the City of Fort Worth

Fort Worth is taking over the MedStar ambulance services and will be charging member cities for that service going forward. This requires a three-step process:

1. Approval of the Emergency Medical Services Memorandum of Understanding Agreement (dissolving MedStar).
2. Signing an Interlocal Agreement with the City of Fort Worth to provide said services.
3. Modifying our ordinances for EMS services (similar to the existing ordinance when we joined MedStar) this ordinance is more in line with the Fort Worth EMS ordinance.

These three items have been discussed at multiple council meetings. During recent contract negotiations with the City of Fort Worth, staffs and attorneys from both cities have come to a mutual agreement over the final issues. We were successful in obtaining free training for our police officers for their ECA certifications, keeping the fire and ambulance contracts separate and removing Fort Worth's ability to cancel the contract with no notice and without cause. During those negotiations, Fort Worth requested our council take action by the end of November to allow Fort Worth to proceed with their plans, as Westworth Village is the final city to act.

As such, Mayor Jones has called a Special Council meeting, and we are recommending the council take the following actions on these items:

- A. Move to authorize the mayor to execute the Emergency Medical Services Memorandum of Understanding Agreement (MOUA) contingent upon the City of Fort Worth executing the Interlocal Agreement negotiated on November 20, 2024, included as Exhibit A in the MOUA.
- B. Move to authorize the mayor to execute the Interlocal Agreement with the City of Fort Worth to provide ambulance services and training of our first responders.
- C. Move to adopt Ordinance 510 to be effective when the State of Texas issues Fort Worth a license to operate an ambulance system.

I can be contacted at 817-710-2526 or via email at bbarrett@cityofwestworth.com to discuss the above or any other city issue. I look forward to seeing everyone on Monday evening. Remember, if you can't attend the meeting, but would like a comment or question to be read, you can submit it to me no later than noon on Tuesday.

Brandy Barrett

**CITY OF FORT WORTH – CITY OF WESTWORTH VILLAGE
EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT**

This EMS Interlocal Agreement (the “Agreement”) is entered into by and between the City of Fort Worth, Texas, hereafter referred to as “Fort Worth”, acting by and through its duly authorized assistant city manager, and the City of Westworth Village, a unit of local government, hereafter referred to as the “Client.” Fort Worth and the Client may collectively be referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, Fort Worth and the Client were parties to a Restated and Amended Interlocal Cooperative Agreement, effective July 23, 2020 (the “ILA”), for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”);

WHEREAS, through the ILA, Fort Worth, the Client, and other units of local government created the Metropolitan Area EMS Authority d/b/a Medstar (“MedStar”), an administrative governmental agency, to administer and provide these services on behalf of the Parties and other units of local government;

WHEREAS, the Parties agree that it is in the best interests of the public health and welfare of the people of the Parties’ jurisdictions to have available to them a regulated EMS System with an exclusively contracted EMS Provider;

WHEREAS, Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions;

WHEREAS, the Parties, together with all entities participating in MedStar, previously executed a memorandum of understanding and agreement (the “MOUA”) to jointly withdraw from the ILA and dissolve MedStar;

WHEREAS, pursuant to the terms of the MOUA, Fort Worth assumed control of all assets and property of MedStar to facilitate Fort Worth’s ability to operate an EMS System and offer services to the Client and other interested units of local government in accordance with the terms of the MOUA and this Agreement;

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and section 774.003 of the Texas Health and Safety Code, the Parties may agree to regulate and provide governmental services for the public health and welfare, and such services include those provided by the EMS System;

WHEREAS, the Parties desire to continue their cooperative efforts so that Fort Worth may provide EMS System services to the Client and the public within their corporate limits through the FWFD and its EMS division (“FW EMS”); and

WHEREAS, the Parties will pay for services to be provided pursuant to this Agreement from current revenues available to the paying Party.

NOW, THEREFORE, the Parties agree to the following:

Section 1: DEFINITIONS

The following index of definitions includes terms that may not appear in this Agreement but are used in the MOUA, the Uniform EMS Ordinance, or in the ordinary course of describing the services of the EMS System. Therefore, the full index is included herein for ease of reference by the Parties.

1. **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
2. **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and Patient transportation that originates within the Service Area.
3. **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
4. **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
5. **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Agreement, Ambulance Service does not include IFT services as defined herein.
6. **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under the EMS Interlocal Agreements, the Uniform EMS Ordinance, and any Medical Director’s agreement with Fort Worth.
7. **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
8. **Emergency Care Attendant (ECA).** A person certified as an “emergency care attendant” under § 773.046 of the Tex. Health and Safety Code.
9. **Emergency Medical Services (EMS).** Services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
10. **Emergency Medical Technician (EMT).** A person certified as an “emergency medical technician” under § 773.047 or an “advanced emergency medical

technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.

11. **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
12. **EMS Interlocal Agreement.** The service level interlocal agreements executed by Fort Worth and Clients to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
13. **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this Agreement, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Client chooses to provide itself as a First Responder.
15. **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
16. **FW EMS.** The EMS division of the Fort Worth Fire Department responsible for providing the EMS System services.
17. **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
18. **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under the terms of their engagement with Fort Worth, the Uniform EMS Ordinance, and the EMS Interlocal Agreements and for directing the Office of the Medical Director.
19. **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
20. **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by Client, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the participating individual’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled individuals.
21. **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director’s functions.

22. **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
23. **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
24. **Service Area.** That geographical area which is contained within the corporate limits of the Parties and other local jurisdictions who have entered into an EMS Interlocal Agreement with Fort Worth and adopted the Uniform EMS Ordinance.
25. **Specialty Care Transport.** The transportation of a critically injured or ill patient requiring a level of service beyond the scope of an EMT or Paramedic due to the patient’s condition requiring ongoing specialized care that must be furnished by one or more health professionals, such as emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
26. **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
27. **Uniform EMS Ordinance.** The ordinance adopted by the Parties and other units of local government to establish standards for the provision of the EMS System services and designate Fort Worth as the EMS Provider for the EMS System.
28. **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

Section 2: ELECTION TO BE CLIENT

2.1 As evidenced by the execution of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as Exhibit A and incorporated herein by reference), the Client has elected to designate Fort Worth as the EMS Provider and the exclusively contracted provider of the EMS System services for the Client’s jurisdiction, other than those first response services the Client chooses to provide itself as a First Responder, and to receive EMS System services from Fort Worth pursuant to the terms of this Agreement.

Section 3: RESPONSIBILITIES OF CLIENT

3.1 The Client agrees to:

3.1.1 Properly adopt and enforce the Uniform EMS Ordinance and this Agreement;

3.1.2 Establish, operate, and fund a First Responder Program, as provided by Texas Administrative Code 157.14, to represent the interests and needs of Fort Worth and the Client, which may range from an Emergency Care Attendant Program up to an Advanced Life Support

Program adopted by Fort Worth and the Medical Director and as approved in collaboration between Client, Fort Worth, and the Medical Director;

3.1.3 Participate, via the EMS Advisory Board (“EAB”), in the development of and abide by the medical protocols, credentialing requirements, and medical policies for the EMS System and First Responders, as established by the Medical Director;

3.1.4 Provide a mechanism for transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s designated EMS Communications Center and transfer 911 callers in accordance with system performance standards adopted by Fort Worth;

3.1.5 Designate a representative of Client to serve as a member of the EAB, who shall then be appointed by the Fort Worth City Council in accordance with the conditions of this Agreement and the MOUA. The designated EAB representative of the Client shall not be removed from the EAB without Client’s consent. The Client retains the exclusive right to remove and name a replacement for its designated EAB representative at any time, and Fort Worth shall appoint the representative as so designated by the Client;

3.1.6 Provide funding for the provision of the EMS System as required by this Agreement and the MOUA.

3.1.7 Provide additional information, as may reasonably be needed by City, to assure the success of Fort Worth’s EMS System such as, but not limited to: updated jurisdictional boundaries or response plans that are unique to the Client.

Section 4: RESPONSIBILITIES OF FORT WORTH

4.1 Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services for Client’s jurisdiction including coordinating with Client to create a mechanism for dispatch services and transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s EMS Communication Center. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees during an emergency medical response pursuant to this Agreement and the MOUA.

4.2 Fort Worth will serve as the EMS Provider for the Client and provide the EMS System services within the Service Area. It is recognized and understood that Fort Worth does not assume responsibility for the provision of the EMS System services in Client’s extraterritorial jurisdiction or other areas outside of the Service Area.

4.3 Fort Worth’s EMS System services will be provided in accordance with the procedures and protocols of Fort Worth, the Fort Worth Fire Chief, and the Medical Director for the EMS System and under the direction of the Fort Worth Fire Chief.

4.4 Fort Worth agrees to:

4.4.1 Set System Performance standards for the Service Area in compliance with the

clinical and medical protocols and standards established by the Medical Director and adopted by Fort Worth and the Client.

4.4.2 Provide the Client with EMS System services including: out-of-hospital emergency medical services, non-emergency medical services, life, or limb, threatening emergency, low acuity emergency, and Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) Unscheduled Medical Transportation and Ambulance Service, and MIH with such service to comply with all applicable laws, rules, and regulations, and with the clinical standards, credentialing requirements and medical policies that may be promulgated from time to time by the Medical Director, including the following commitments:

4.4.2.1: To Provide, on a 24-hour daily basis, a mobile intensive care unit (“MICU”)-capable EMS response and medical transportation service with a minimum staffing as required by relevant state law, which may be amended from time to time, for a BLS Ambulance and an ALS ambulance;

4.4.2.2: Fort Worth’s EMS System resources shall respond to incidents in the Service Area through FW EMS dispatch, using the same algorithms in place for responses within Fort Worth. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 8:00 total travel time 90% of the time for high acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 11:00 total travel time 90% of the time for low acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. Fort Worth will calculate the total travel time, and the relevant factors to be considered, in accordance with the information in the attached Exhibit B;

4.4.2.3: FW EMS will transport patients to the closest or most appropriate receiving health care facility as determined by FW EMS. If the patient is incapacitated, otherwise unable to make a choice known, or unable to go to the chosen facility due to diversion status, FW EMS will transport the patient to the facility best able to meet the patient’s needs;

4.4.2.4: FW EMS will keep the EMS System resources stocked at all times in accordance with normal FW EMS operating procedures and local, state, and federal requirements, as applicable;

4.4.2.5: FW EMS will maintain third-party or self-insured vehicle liability insurance on its ambulances and its drivers;

4.4.2.6: FW EMS will provide all maintenance for the ambulances and assume all operational costs of the ambulances, including fuel;

4.4.2.7: FW EMS shall equip the ambulances at all times with current technological advancements in emergency equipment, whether portable or fixed in place on or about the vehicle, as are adopted throughout the FW EMS ambulance fleet.

4.4.3 Obtain the services of a Medical Director that are sufficient to fulfill the Medical Director's powers and duties as identified in the engagement between Fort Worth and the Medical Director, the terms of which will be provided to the Client upon request.

4.4.4 Provide the Client the opportunity to participate in Fort Worth's EMS, or first responder, related continuing education training without charge to the Client to obtain or maintain certifications as agreed upon.

4.4.5 Provide, at least quarterly, written reports of the operational performance of the EMS System to the Fort Worth City Council, EAB, the Medical Control Advisory Board ("MCAB") and by email to the City Manager, or their designee, of the Client, and as reasonably determined to be necessary by Fort Worth.

4.4.6 Prepare and provide to the Client, at least quarterly, a comprehensive review and summary of the financial budget, and clinical and operational performance of the EMS System.

4.4.7 Manage accounts, subscriptions, payments, and billing practices related to the EMS System. The City may, in its sole discretion and at the EMS System's expense, elect to engage one or more contractors to provide these services.

4.4.8 Create and maintain the EAB and MCAB to ensure coordination and communication between first responder agencies in the Service Area and independent medical oversight related to patient care protocols for Fort Worth's EMS System.

4.4.9 Engage participating organizations on best practices in service delivery, as determined to be necessary or prudent by Fort Worth.

Section 5: TERM AND TERMINATION

5.1 This Agreement will be effective beginning July 1, 2025 and will continue for a term of 10 years, unless earlier terminated in accordance with the terms of this Agreement. Thereafter, the Agreement will renew automatically for successive 10-year terms unless earlier terminated in accordance with the terms of this Agreement.

5.2 In accordance with the terms of the MOUA, Client has received prior notice of the value of Client's pro rata share of the value of MedStar assets transferred to Fort Worth. The value of those assets as of July 1, 2025, and Client's pro rata share of that value, has been determined by Fort Worth and the amount is \$62,989.00. The method of calculation for determining Client's pro rata share is reflected in the terms and exhibits of the MOUA. The value of Client's pro rata share of such assets will be subject to depreciation over a term of 5 years.

5.3 Termination by Client: The Client may terminate this Agreement and withdraw from the EMS System by providing ninety (90) days' written notice to Fort Worth. If the Client terminates the Agreement within 5 years of July 1, 2025, Fort Worth will determine the value of the Client's pro-rata share of MedStar's assets transferred to Fort Worth pursuant to the MOUA as of the effective date of the Client's notice of termination, less depreciation, and distribute the remaining amount, if any, to the Client within ninety (90) days, however this obligation may be extended by an additional ninety (90) days if determined necessary by Fort Worth in its sole discretion. After five years have lapsed since July 1, 2025, the Client forfeits all rights or claims to any assets of MedStar transferred to Fort Worth pursuant to the MOUA and this Agreement.

5.4 Termination by Fort Worth: Fort Worth may terminate this Agreement for Repeated Uncured Events of Default by the Client, as defined herein.

5.4.1 Event of Default: An Event of Default includes a material breach of this Agreement. A material breach includes any failure by the Client to perform a significant obligation under this Agreement that unreasonably interferes with Fort Worth's ability to provide EMS System services. For example, a material breach includes, but is not limited to: Client's failure to make payments to Fort Worth, as required under Section 6, within 30 days of its due date; Client's failure to enforce any provision of the Uniform EMS Ordinance; Client's failure to abide by the directives, credentialing, and policies of the Medical Director; Client's failure to fund and operate a First Responder Program; and Client's failure to transfer 911 calls to Fort Worth. Fort Worth shall provide the Client with written notice of any Event of Default and allow the Client 60 days to cure it. If the Client fails to cure the Event of Default within the 60-day period, it will be considered an Uncured Event of Default.

5.4.2 If two or more Uncured Events of Default occur in a single fiscal year, or five or more occur over any single term of this Agreement, the Uncured Events of Default will be considered Repeated Uncured Events of Default. In such case, Fort Worth may terminate this Agreement, without penalty, after providing Client with 6 months' written notice of Fort Worth's intent to terminate the Agreement pursuant to this provision.

5.5 Upon the effective date of termination of this Agreement, Fort Worth will cease being the EMS Provider to the Client and the Client will be responsible for all EMS System services within its jurisdiction from the effective date of termination.

Section 6: PAYMENT

6.1 The Parties agree that the long-term sustainability of the EMS System requires public funding. The Parties agree to fund the EMS System using the fully loaded unit hour cost (UHC) allocation strategy as its annual cost allocation method. This method will require Fort Worth to: (1) determine the total number of consumed unit hours in the EMS System; (2) determine the public funding needed by calculating the total expenditures less total revenues; (3) determine the residual consumed UHC by dividing the total public funding required for the EMS System (step 2) by the total consumed hours in the entire EMS System; (4) determine the consumed units hours by each jurisdiction; and (5) determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (step 4) by the residual consumed UHC (step 3).

For purposes of this Section, the actual unit hours consumed on a 911 call will be based on the number of minutes spent on the call, not including time spent posting or stationed, in a particular jurisdiction. The total time for calls within Client's jurisdiction will be aggregated on a fiscal year basis (October 1 through September 30) and for purposes of calculating the annual UHC for Client, the annual hours consumed by the Client will be rounded up or down to the nearest one (1) hour increment. As detailed below, payment for each fiscal year shall initially be based on a projected budget and projected utilization with a true-up process in the subsequent fiscal year to ensure final payment for each year ultimately reflects actual costs and utilization.

6.2 Beginning in Fiscal Year 2026, on or before March 15th of each year, Fort Worth will communicate to the Client: (1) the projected budget for total public funding for the EMS System for the coming fiscal year (based on City's projected costs and projected third-party-payment offset), expressed as a UHC; (2) Client's projected utilization rate for the coming year, which will be the same as the actual utilization rate (number of UHC hours consumed) for the most recently completed fiscal year; and (3) the total budgeted payment for the Client for the coming fiscal year (product of (1) multiplied by (2)). Unless otherwise agreed in writing by the Parties, payment of budgeted costs shall be divided into semi-annual payments with the first payment of fifty percent due on or before October 15th and the remaining payment due on or before June 1st, which payment will reflect any true-up adjustment determined in accordance with Sections 6.3 and 6.4.

For purposes of determining costs for Fiscal Year 2025, Client's projected unit hours consumed are 584, and Client's projected annual funding obligation is \$60,099.44. For Fiscal Year 2025, Client's payment obligation has been prorated to \$12,114.00 and is due no later than July 1, 2025.

6.3 Beginning in Fiscal Year 2027, on or before December 15th of each year, Fort Worth will conduct a true up of actual costs and utilization for the preceding fiscal year. As part of this process, Fort Worth will communicate to the Client: (1) the actual total public funding for the EMS System for the preceding fiscal year (based on actual costs and actual third-party-payment offset, expressed as a UHC; (2) the Client's actual utilization rate (number of UHC hours consumed) for the preceding fiscal year; and (3) the total actual cost for the Client for the preceding fiscal year (product of (1) multiplied by (2)).

6.4 The notice provided to Client by Fort Worth on or before March 15th each fiscal year will account for the results of the true up process described by section 6.3 above. Any adjustment that may be required to Client's payment obligations as a result of that true up will be reconciled in the fiscal year immediately following the fiscal year in which the March 15th notice is provided. For the sake of clarity, if the true up reveals the budgeted payment exceeded the actual costs attributable to the Client, then the overpayment amount will be deducted from the first annual payment of the next fiscal year. If the budgeted payment obligation was less than the actual costs attributable to the Client, then the extra costs will be added to the first annual payment of the next fiscal year. Should the Parties seek to terminate this Agreement before the costs may be reconciled the next fiscal year, the Parties agree to reconcile that obligation, subject to approval and appropriation by their respective governing bodies, before either Party may terminate this Agreement.

6.5 Fort Worth shall be responsible for billing patients and third parties for services and shall have the right to retain all funds received from such billing for services rendered as long as this Agreement is in place. The actual costs for operating the EMS System will be offset by revenues received to ensure the public subsidy accurately reflects unreimbursed costs only.

Section 7: EMS SYSTEM GOVERNANCE

7.1 Fort Worth will have direct oversight and budgetary authority over the EMS System. The Fort Worth City Council, by and through the Fort Worth City Manager or Assistant City Managers, will assume control and responsibility of all operations, oversight, revenues, and expenditures to ensure long-term fiscal sustainability that is publicly accountable.

7.2 The Fort Worth Fire Chief, acting under the direction of the City Manager or their designee, shall be responsible for providing direct management and day-to-day oversight of FW EMS and the EMS System and will have the powers and duties afforded and required of fire chiefs under state law.

7.3 The Parties agree that both an EMS advisory board and a medical control advisory board composed of relevant stakeholders and medical experts are necessary to ensure medical best practices and Client representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth. Such advisory boards are subject to the following conditions at all times:

7.3.1 The EMS Advisory Board (EAB):

7.3.1.1: The EAB shall be created by Fort Worth for the purpose of performing review of and providing advice to Fort Worth on matters related to the EMS System, budget, and service to the Client's jurisdiction.

7.3.1.2: The EAB's membership will consist of the following voting members: one representative designated by the Client and by each of the other units of government that is a party to an EMS Interlocal Agreement; and the Fort Worth Fire Chief, or their designee, who shall serve as the Board Chair. The Medical Director, or their designee, shall serve as a non-voting member.

7.3.1.3: The EAB shall review and advise on matters related to the performance of the EMS System and advise Fort Worth regarding issues related to the EMS System's goals and standards, including medical direction and clinical oversight and selection of the Medical Director.

7.3.1.4: The EAB will recommend performance standards for the EMS System, including response travel times, call processing time, and data collection and reporting standards.

7.3.1.5: The EAB may, as determined by a majority vote of its members, establish various subcommittees for purposes that the EAB deems necessary and that are

consistent with its general role as provided by this Agreement, the resolution creating the EAB, and the EAB's governing documents.

7.3.1.6: To ensure long-term fiscal sustainability of the EMS System, the EAB will review the EMS System budget and conduct an annual budget workshop to advise Fort Worth concerning revenue and expenditures for the EMS System.

7.3.2 The Medical Control Advisory Board (MCAB):

7.3.2.1: The MCAB will serve as an advisory body to Fort Worth. The MCAB's tasks consist of:

- advising Fort Worth about the clinical performance of the EMS System;
- reviewing medical protocols and clinical policies and procedures for the EMS System and making recommendations to the Medical Director;
- representing the interests of the medical community and First Responders, Medical Transportation Providers and ambulance standby providers by making recommendations for improvements to the EMS System as needed;
- recommending and reviewing research conducted within the Service Area; and
- participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by Fort Worth, provided, however, that the then-current Medical Director will not participate in matters related to his current duties and performance.

7.3.2.2: The MCAB's membership shall be composed of the following voting members: (1) the Medical Director (or a designated associate medical director), who shall serve as the Board Chair; (2) the Emergency Department physician medical director, or designee, from each full-service Emergency Department located in the Service Area; and (3) at least four physician members to represent relevant specialties or sub-specialties of benefit in developing standards for emergency out-of-hospital care, with broad representation from different hospital systems, with such members to be recommended by a majority of the then-existing members of MCAB and to be appointed by Fort Worth. The Fort Worth Fire Chief, or their designee, shall serve as a non-voting member. A majority of the voting members of the MCAB must be physicians who are board certified in Emergency Medicine or Pediatric Emergency Medicine, or a related medical field.

7.3.2.3: The MCAB may, by an affirmative vote of two-thirds of its voting members, elect to add other non-voting members as it deems appropriate.

Section 8: MEDICAL DIRECTOR

8.1 The Medical Director for the EMS System will be retained by Fort Worth. The Medical Director must be a licensed physician in the state of Texas who is board-certified in EMS and emergency medicine and meets all state requirements.

8.2 When necessary, Fort Worth shall conduct a hiring and selection process for an EMS

System Medical Director and/or Associate Medical Director(s) that will be inclusive, and the EAB and MCAB shall advise Fort Worth and make recommendations concerning selection of a Medical Director for the EMS System.

8.3 The Medical Director is the Chief Medical Officer of the EMS System, will report to the City Manager of Fort Worth or their designee, and will have the powers and duties afforded and required of EMS medical directors under state law. The Medical Director will provide all independent medical direction and clinical oversight for the EMS System. The Medical Director's powers and duties concerning the EMS System will be established by agreement between Fort Worth and the Medical Director, which shall include those afforded and required under state law with the resources necessary to fulfill such requirements.

8.4 Fort Worth, by resolution or ordinance, will establish a new department or division for the Office of the Medical Director ("OMD"). The OMD will serve as the clinical office of Fort Worth through which the Medical Director will carry out their rights and duties.

Section 9: FORCE MAJEURE

9.1 It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; epidemics or pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed. To invoke this section, a Party must provide written notice of the alleged Force Majeure Event to the impacted Parties within a reasonable time after the occurrence of a Force Majeure Event, explaining the Force Majeure Event and the extent to which the Party's performance of obligations are hindered.

Section 10: RIGHT TO AUDIT

10.1 The Parties will have the right to audit each other's financial and business records that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, each Party shall make all relevant records available following reasonable advance notice by the other and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this Section 10 shall survive expiration or earlier termination of this Agreement.

Section 11: STANDBY EMS, INTERFACILITY TRANSPORT (IFT), AND MUTUAL AID AGREEMENTS

11.1 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for the Client. Nothing herein prohibits the Client from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of IFT services for any hospital or medical facility. Nothing herein prohibits any hospital or medical facility from privately contracting for interfacility transport services as deemed necessary by that facility. Provided, however, each IFT provider must meet the requirements provided by the Uniform EMS Ordinance.

11.3 This Agreement is not intended to prevent the Client from participating in mutual aid agreements as is typical and ordinary for the Client.

Section 12: GOVERNMENTAL POWERS

12.1 It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

Section 13: ELECTRONIC SIGNATURES

13.1 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

Section 14: COUNTERPARTS

14.1 This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

Section 15: LIABILITY

15.1 Each party agrees to be solely liable for the actions, omissions, and negligent acts of its own employees, agents, and representatives engaged in the provision of services through the EMS System under this Agreement. Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages.

15.2 The Client assumes no responsibility or liability for payments, wages, income, and employment tax payments, pensions, benefits, or other payments accrued by or owed to Fort Worth employees who provide services pursuant to this Agreement.

Section 16: INSURANCE

16.1 Each party shall maintain adequate insurance coverage to protect against claims arising from the provision of EMS provided by its own employees and contractors, including but not limited to general liability, professional liability, including malpractice insurance, and worker's compensation insurance.

16.2 Each party may, at its discretion, elect to self-insure against claims arising from the provision of EMS, provided that such self-insurance meets the applicable statutory requirements and guidelines set forth by state law, including but not limited to chapter 2259 of the Texas Government Code.

16.3 Regardless of whether a party chooses to self-insure or obtain commercial insurance coverage, each party shall provide proof of insurance or self-insurance to the other party upon request. Such proof shall include details of coverage limits, deductibles, and any relevant policy exclusions. Each party shall maintain continuous insurance coverage or self-insurance throughout the term of this Agreement and any extensions thereof. Any substantive changes to insurance coverage or self-insurance arrangements shall be promptly communicated to the other Party in writing.

16.4 In the event of any claim, lawsuit, or demand arising under this Agreement, each party shall be responsible for managing and defending its own claims, whether through its insurance provider or self-insurance program. However, parties may collaborate as necessary to resolve claims efficiently and fairly.

Section 17: GOVERNING LAW AND VENUE

17.1 This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

Section 18: NOTICES

18.1 Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO FORT WORTH: City of Fort Worth Attn: Assistant City Manager	TO CLIENT Entity Name Attn: Authorized Signatory Address
--	---

100 Fort Worth Trail Fort Worth TX 76102	City, State Zip
With Copy to the City Attorney at same address	

Any notices given pursuant to this section shall be confirmed by email sent to the following addresses:

IF TO FORT WORTH:	IF TO CLIENT

Section 19: CONFIDENTIALITY

19.1 Fort Worth shall comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon request, Fort Worth will provide the Client with utilization reviews, but all patient information shall be de-identified. Fort Worth, and the FWFD, in providing the EMS System services, and directly related activity such as billing, will be considered a “covered entity” under the HIPAA Privacy Rule and the Texas Medical Privacy Act. 45 C.F.R. §160.103; Tex. Health & Safety Code § 181.001(b)(2). The Parties agree to execute business associate agreements, and any other additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

Section 20: ACCESS TO RECORDS

20.1 The parties agree that until the expiration of six years after the last date of furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”) and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve-month period, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General and their representatives to the related organization’s books and records.

Section 21: NO WAIVER

21.1 No course of conduct or verbal waiver or consent shall be deemed a waiver by a Party of its rights under this Agreement. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement

Section 22: ASSIGNMENT AND DELEGATION

22.1 The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No party may assign or transfer any of its rights or obligations under this Agreement without prior written consent of the other Party.

Section 23: ENTIRE AGREEMENT

23.1 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiples.

City of Fort Worth:

By: _____
Name: _____
Title: Assistant City Manager

Date: _____

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

<p>Approval Recommended:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: _____ Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: _____</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: _____ Title: _____</p> <p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
--	--

City of Westworth Village:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



AN ORDINANCE AMENDING CHAPTER 6 “HEALTH & SANITATION” OF THE WESTWORTH VILLAGE CODE ORDINANCE BY REPLACING ARTICLE 6.07 EMERGENCY MEDICAL SERVICES, UNIFORM EMS IN ITS ENTIRETY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES AND REPEAL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Westworth Village ("City Council") seeks to protect the public safety, preserve the quality of life, and promote efficiency within the City of Westworth Village (the “City”);

WHEREAS, it is in the best interests of the public health and welfare of the people of the City to have available to them a regulated system for the provision of out of hospital emergency and non-emergency medical services, unscheduled medical transportation and ambulance service mobile integrated healthcare (“MIH”)(collectively the “EMS System”) and scheduled interfacility medical transportation services among and between hospitals and other medical facilities in non-emergency situations (“interfacility transports or IFT”) with the intent of providing quality clinical care with performance measures and standards and a goal of facilitating the best possible outcomes for each patient;

WHEREAS, in 1988 through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments, including the City of Fort Worth (“Fort Worth”), the Area Metropolitan Ambulance Authority (the “Authority” a/k/a “MedStar”) was created as a governmental administrative agency to administer and operate an EMS System and exclusively provide interfacility transports in a service area comprised of the member jurisdictions, with Fort Worth constituting more than eighty-five percent of the land mass and call volume of the Authority;

WHEREAS, the Authority has sustained rising operational and capital costs and flat net revenues, leading to a dynamic that requires future public funding to ensure the long-term sustainability of those services;

WHEREAS, the Fort Worth City Council has elected to establish an EMS division through the Fort Worth Fire Department to operate an EMS System and provide services to the people within its jurisdiction and people in other jurisdictions, provided each such jurisdiction adopts this Uniform EMS Ordinance and enters into an EMS Interlocal Agreement with Fort Worth (each a “Client City”);

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, the member jurisdictions of the Authority have agreed to dissolve the Authority, and with those adopting this ordinance and executing an EMS Interlocal Agreement opting to become Client Cities;

WHEREAS, due to the relatively low population and low population density of some areas at issue and the extremely high, start-up and fixed operating costs of a state-of-the-art EMS System, it is necessary to designate Fort Worth as the exclusively contracted EMS Provider of EMS System services within the City in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services;

WHEREAS, although Fort Worth will not be assuming the Authority’s role as exclusive provider of interfacility transports, there remains a need to ensure such transports within the City are only conducted by properly qualified and authorized providers to ensure clinical standards are met and public safety is preserved; and

WHEREAS, although Fort Worth will not be assuming the Authority’s role as exclusive provider of interfacility transports, there remains a need to ensure such transports within the City are only conducted by properly qualified and authorized providers to ensure clinical standards are met and public safety is preserved; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTWORTH VILLAGE, TEXAS, THAT:

SECTION 1. Chapter 6 “Health & Sanitation” of the Westworth Village Code Ordinance is hereby amended by replacing Article 6.07 EMERGENCY MEDICAL SERVICES, UNIFORM EMS in its entirety and replaced as follows:

“ARTICLE 6.07: EMERGENCY MEDICAL SERVICES – AMBULANCE

§ 6.07.001 STATUTORY AUTHORITY.

This chapter is enacted by the City pursuant to Tex. Health and Safety Code § 773.051, which provides that local governments may establish standards for ambulances, and pursuant to Tex. Government Code Chapter 791, which authorizes combinations of local governmental units to contract for the provision of governmental services.

§ 6.07.002 GENERAL PURPOSES AND INTENT OF ORDINANCE.

It is the purpose of this Ordinance:

- a) To establish a regulated out-of-hospital emergency medical services, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system (collectively the “EMS System”) which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each Patient.
- b) To designate Fort Worth as the EMS Provider of the EMS System within the corporate limits of City as provided by the terms of the EMS Interlocal Agreement between Fort Worth and the City to maintain consistent, high-quality service while controlling costs through efficiencies and economies of scale.

§ 6.07.003 DEFINITIONS.

For the purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- a) **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
- b) **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.
- c) **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury and provide out of hospital medical care to the Patient.
- d) **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
- e) **Ambulance Service.** The transportation of patients by emergency or non-emergency ambulance; for purposes of this Ordinance, Ambulance Service does not include IFT services as defined herein.
- f) **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under this Ordinance, Fort Worth’s EMS Interlocal Agreements, and the Medical Director’s agreement with Fort Worth.

- g) **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
- h) **Emergency Care Attendant (ECA).** A person certified as an “emergency care attendant” under § 773.046 of the Tex. Health and Safety Code.
- i) **Emergency Medical Services (EMS).** Services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
- j) **Emergency Medical Technician (EMT).** A person certified as an “emergency medical technician” under § 773.047 or an “advanced emergency medical technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
- k) **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
- l) **EMS Interlocal Agreements.** The service level interlocal agreements executed by Fort Worth and Client Cities to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
- m) **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this ordinance, the EMS Provider is Fort Worth.
- n) **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services City chooses to provide itself as a First Responder.
- o) **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
- p) **FW EMS.** The emergency medical services division of the City of Fort Worth Fire Department responsible for providing the EMS System services.
- q) **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
- r) **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under their engagement with Fort Worth, this Ordinance, and Fort Worth’s EMS Interlocal Agreements with Client Cities and for directing the Office of the Medical Director.
- s) **Medical Transportation.** The transportation of patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
- t) **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by City, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the client’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled clients.
- u) **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director’s functions.
- v) **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
- w) **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.

- x) **Service Area.** That geographical area which is contained within the corporate limits of the city and other local jurisdictions who have elected to become Client Cities by entering into an EMS Interlocal Agreement with Fort Worth and adopting this ordinance.
- y) **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of the EMT-Paramedic when the Patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area; for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
- z) **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
- aa) **Uniform EMS Ordinance.** This ordinance.
- bb) **Unscheduled Medical Transportation.** The transportation of patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

§ 6.07.004 POWERS AND DUTIES OF FW EMS

- a) Fort Worth, by and through FW EMS, is hereby designated as the contracted EMS Provider of the EMS System within the City's corporate limits as provided by the terms, conditions, and provisions of the City's EMS Interlocal Agreement with Fort Worth and for so long as the FW EMS Interlocal Agreement is in place.
- b) Fort Worth shall comply with all terms of the EMS Interlocal Agreement and have all the powers and duties enumerated therein.

§ 6.07.005 INTERFACILITY TRANSPORTATION

- a) This ordinance is not intended to designate Fort Worth as the sole provider of interfacility transportation services between hospitals and other medical facilities within the Service Area.
- b) Notwithstanding the above, any person or entity who wishes to provide such IFT services within the Service Area must be registered with Fort Worth as an IFT provider and permitted by Fort Worth and the Medical Director to provide such services.
- c) Any IFT provider who obtains a permit to provide IFT services from Fort Worth must comply with the provisions of this ordinance and the directives of the Medical Director.

§ 6.07.006 VIOLATIONS.

- a) It shall be unlawful:
 - (1) To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit.
 - (2) To perform duties as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City.
 - (3) To permit a person to work as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City.
 - (4) To use, or cause to be used, any Ambulance Service other than FW EMS, except as permitted in subsection (b) below.

- (5) For any person or entity other than Fort Worth and FW EMS to provide EMS System services within the Service Area, not including those first response services which City provides itself as a First Responder and except as permitted by subsection (b) below.
 - (6) For any person to provide Medical Transportation originating in the Service Area without a permit issued by Fort Worth.
 - (7) For any agency to provide First Responder services without a First Responder Agreement with Fort Worth or a written automatic aid or mutual aid agreement with the city.
 - (8) To use an ambulance for the transportation of persons other than in connection with the transportation of a Patient.
- b) It shall be a defense to any alleged violation of this section that a vehicle is being used or service is provided solely in any of the following manners:
- (1) As a privately-owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless.
 - (2) Rendering service as an ambulance at the request of the EMS Communications Center upon the declaration of a disaster by Fort Worth, the City, another unit of local government, the State of Texas, or the United States; or a declaration of a major catastrophe or extreme system overload by the City Fire Chief, or the Fort Worth Fire Chief.
 - (3) Any ambulance owned or operated by the federal or state government.
 - (4) Ambulance mutual aid calls when rendered pursuant to an Ambulance Mutual Aid agreement approved by the City or Fort Worth.
 - (5) Wheelchair transport services for persons other than patients when the service is not provided by ambulance.
 - (6) Medical Transportation of a Patient where the transport originates outside the Service Area.
 - (7) IFT between hospitals or medical facilities within the Service Area if the provider has first obtained a permit from Fort Worth.

§ 6.07.007 PENALTIES.

- a) Any person convicted of violating the provisions of Section 5-31 shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §12.23).
- b) This Section does not serve to limit any other remedies available to the city in law or equity.
- c) Each violation of this Ordinance shall constitute a separate offense.

§ 6.07.008 TRAFFIC LAWS; EXEMPTION.

When the driver of an emergency medical response vehicle has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the vehicle shall be treated as an “authorized emergency vehicle” within the meaning of Chapter 546 of the Tex. Transp. Code and shall be exempt from traffic laws as provided therein.”

SECTION 2. This ordinance shall be cumulative of all provisions of ordinances of the Code of the City of Westworth Village, Texas (YEAR), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would

have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. All rights and remedies of the City of Westworth Village, Texas, are expressly saved as to any and all violations of the provisions of the Code of the City of Westworth Village, or any other ordinances of the City, that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5. Any person convicted of violating the provisions of the Code of the City of Westworth Village Section 5-31 as enacted by this Ordinance shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §.12.23). This Section does not serve to limit any other remedies available to the Jurisdiction in law or equity. Each violation of this Ordinance shall constitute a separate offense.

SECTION 6. The City Secretary of the City of Westworth Village, Texas is hereby directed to publish the caption, penalty clause and effective date of this ordinance for two (2) days in the official newspaper of the City of Westworth Village, Texas, as authorized by Texas Local Government Code, Section 52.013.

SECTION 7. All other provisions of Chapter 5 of the Code of the City of Westworth Village, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8. This ordinance shall take effect when Fort Worth receives their state license to operate an ambulance service and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED ON THIS THE 25th DAY OF NOVEMBER 2024.

L. Kelly Jones, Mayor

ATTEST:

Brandy G. Barrett, TRMC
City Administrator/Secretary

APPROVED AS TO FORM:

Tracie Kenan, City Attorney

Exhibit B – Travel Time Calculation Worksheet

Every 911 request for service involves a cascade of events from the onset of the incident until the ambulance and personnel are available for another request for service. The figure below is a visual representation of the cascade of events in a 911 incident.



The following Elements of Time are key performance indicators that are measured as part of overall EMS System performance.

Call Processing Time – The element of time that is measured from the time that 911 answers the call and receives adequate information to identify the call location and priority level (call back number, location, chief complaint, and MPDS determinant) to dispatch the call and the time the Emergency Dispatch Center dispatches an ambulance.

Turnout Time – The element of time that is measured from the time that the ambulance is notified of a call until the ambulance establishes a continuous state of travel (en-route) to the location of the emergency incident.

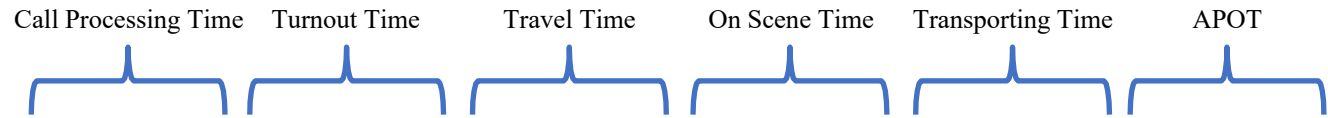
Travel time – The element of time that is measured from the time that the ambulance goes en route to the location of the emergency incident until the ambulance arrives at the location.

On-Scene Time – The element of time that is measured from the time that the ambulance arrives at the location of the emergency incident, designated staging location, or nearest public road access point to the scene to the time the ambulance clears the scene location or begins to transport.

Transport time – The element of time measured from the time that the ambulance begins transporting the patient from the scene to the time the ambulance arrives at the health care receiving facility.

Ambulance Patient Off-load Time (APOT) – The element of time is measured from the time that the ambulance arrives at the health care receiving facility until the time it is available for another assignment.

The figure below visually represents each of the intervals where these elements of time are calculated.



CAD Incident #	Case Number	Unit	Call Received	Dispatched	Enroute	On Scene	Enroute to Hospital	Arrived at Hospital	Call Cleared
22000005	2-000019	M77	1/1/22 0:12:35	1/1/22 0:13:17	1/1/22 0:13:31	1/1/22 0:22:04	1/1/22 0:33:36	1/1/22 0:58:58	1/1/22 1:38:11

The figure below visually represents the travel time performance objectives for life-threatening, potentially non-life-threatening, and low-acuity emergencies.

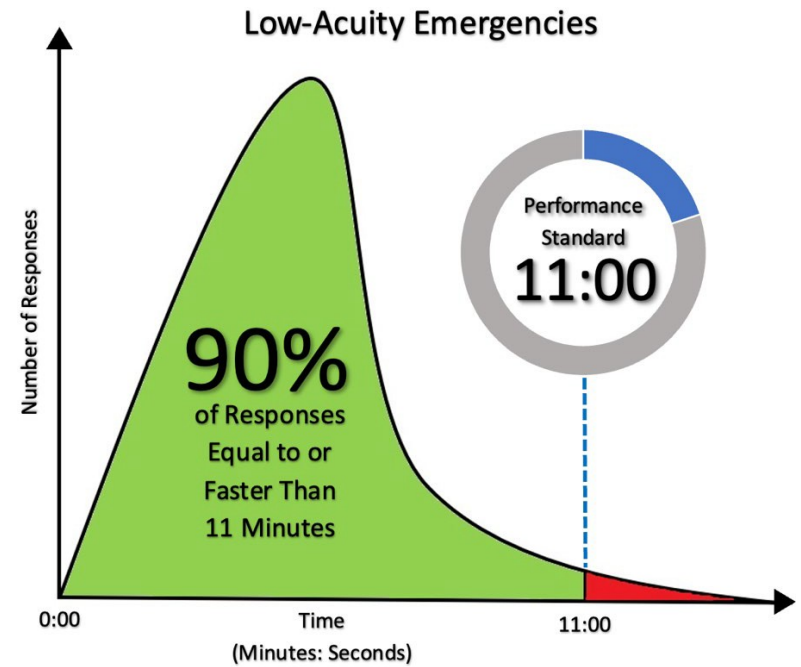
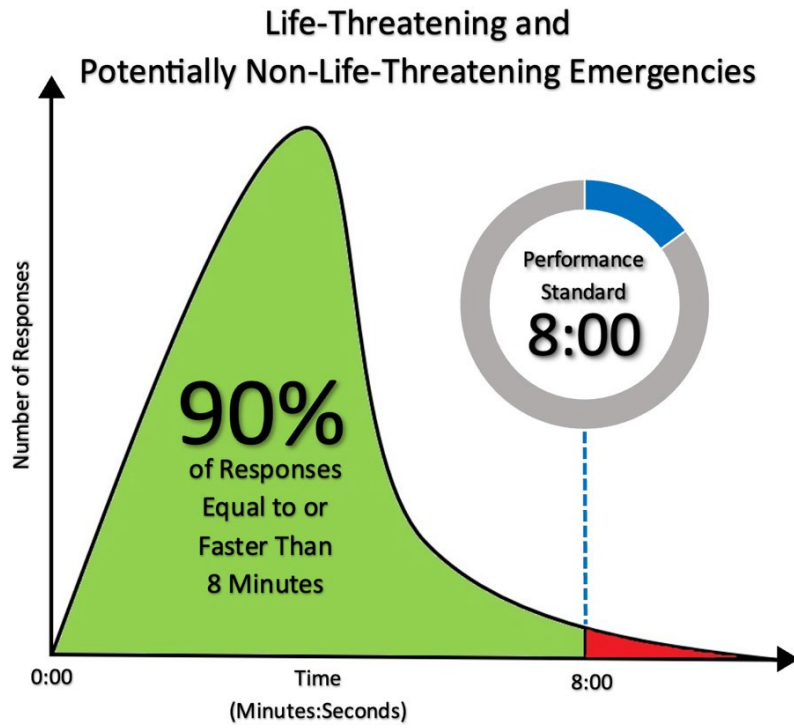




Exhibit C – UHC and Payment Calculation Information

1. Define the total number of consumed unit hours in the entire system.
2. Define the needed public funding for the system calculated as total revenues less total expenses. This residual value is the public funding needed.
3. Determine the residual consumed unit hour cost (UHC) by dividing the total needed public funding (Step 2) by the total consumed hours in the entire system (Step 1)
4. Determine the consumed unit hours by each jurisdiction.
5. Determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (Step 4) by the residual consumed unit hour cost (UHC) (Step 3).

For Client:

1. There have been 168,718 consumed unit hours in the EMS System inclusive of all participating agencies, as determined by the Fiscal Year 2024 MedStar CAD system data;
2. The needed residual public funding for the EMS System is \$17,363,565, determined as follows:
 - a. This number was determined by taking revenues (\$61,332,602) minus expenses (\$70,696,166), including dispatch and medical director's fees (\$8,000,000).
3. Accordingly, the UHC is \$102.91 ($\$17,363,565 / 168,718$ consumed hours)
4. Client utilized 584-unit hours in its boundaries according to the Fiscal Year 2024 MedStar CAD system data;
5. The annual cost allocation for Client is \$60,099.44 (584-unit hours x \$102.91 UHC) to be paid in two semi-annual payments. For Fiscal Year 2025, Client will owe only one payment which has been prorated to \$12,114.00 and is due July 1, 2025.