

EMS MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement concerning emergency medical services (the “MOUA”) 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 undersigned units of local government, hereinafter referred to as the “Participating Members” or a “Participating Member.” Fort Worth and the Participating Members may collectively be referred to herein as the “Parties.”

WHEREAS, Fort Worth and the Participating Members are 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, the Parties and other units of local government created the Metropolitan Area EMS Authority d/b/a MedStar (“MedStar”) 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, MedStar has experienced 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 the EMS System for the Parties and members of the public;

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, by executing this MOUA, the Parties jointly agree to withdraw from the ILA and dissolve MedStar as provided by the terms of this MOUA;

WHEREAS, in order to operate the EMS System, Fort Worth will assume control of all assets and property of MedStar and will provide such services to the Participating Members in accordance with the terms of this MOUA and any EMS Interlocal Agreement executed between Fort Worth and a Participating Member;

WHEREAS, the Parties agree to independent clinical oversight of the EMS System through a Medical Director employed or contracted by Fort Worth;

WHEREAS, the Parties further agree that a multi-jurisdictional EMS advisory board and a multi-jurisdictional medical control advisory board are in the best interest of the public health and welfare and the success of the EMS System and services provided to the Participating

Members and the public within their corporate limits; and

WHEREAS, the purpose of this MOUA is to formalize the mutual understanding of the Parties regarding the withdrawal from the ILA and the establishment of a new framework in a binding agreement until final individual EMS Interlocal Agreements governing the EMS System services may be negotiated by the Parties.

NOW, THEREFORE, the Parties agree to the following:

Section 1: DEFINITIONS

The following index of definitions includes terms that may not appear in this MOUA but are used in the EMS Interlocal Agreements, 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 MOUA, 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 the 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 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.
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 MOUA, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Participating Members choose to provide themselves as First Responders.
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 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 a Participating Member, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the 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 at 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: WITHDRAWAL FROM ILA

2.1 The recitals set forth above are true and correct and are incorporated herein by this reference as though fully set forth herein.

2.2 As evidenced by the execution of this MOUA, the Parties hereby jointly agree to withdraw from the ILA, pursuant to section 1.2 of the ILA, effective upon each Party’s execution of this MOUA, respectively. Subject to and conditioned on the execution of this MOUA by all Parties to the ILA, each Party to this MOUA withdraws from the ILA and relinquishes all associated rights and obligations therein and the ILA will be deemed to be terminated.

2.3 In accordance with the terms of the ILA, the existence of MedStar is perpetual unless and until all Parties to the ILA withdraw. By executing this MOUA, the Parties jointly agree to dissolve MedStar and all of its associated obligations from the ILA, effective concurrently with the date of final execution of this MOUA by all Parties.

2.4 The above notwithstanding, MedStar will continue to exist and operate in a limited and temporary capacity for transitional purposes as described by Section 16.

Section 3: DISTRIBUTION OF ASSETS

3.1 Pursuant to section 5.8 of the ILA, MedStar is authorized to purchase, lease, acquire, accept, own, or hold real or personal property, to operate or maintain the same, to borrow or incur debt, to accept gifts, grants, or bequests, and to contract in its own name.

3.2 The Participating Members hereby authorize the transfer of each of their interests, if any, in all real or personal property, cash, equipment, vehicles, funds, intellectual property, and other assets of any kind whatsoever held by MedStar to Fort Worth's sole control and ownership expressly for the purpose of Fort Worth providing the EMS System services to the people within the Service Area.

3.3 The transfer of assets will be memorialized by the appropriate legal instruments, including, as may be applicable, bills of sale, warranty deeds, assignment agreements, or as otherwise may be deemed necessary or be required and approved by the MedStar board of directors or, subject to section 16 below, Fort Worth.

Section 4: SERVICES

4.1 The Participating Members acknowledge and support the intention and agreement of Fort Worth to be, and Fort Worth hereby agrees to assume the role of, the exclusively contracted EMS Provider of the EMS System for the Participating Members' jurisdictions, other than those first response services a Participating Member chooses to provide itself as a First Responder, on the terms and conditions stated herein and in each separate EMS Interlocal Agreement with each Participating Member.

4.2 Fort Worth, by resolution of its governing body, authorized staff signing below to enter into this MOUA with the Participating Members whereby Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services to the Parties' jurisdictions. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees while providing services pursuant to this MOUA.

4.3 The Parties acknowledge that the intent of the MOUA is to bind the Parties to the terms contained herein. Simultaneously, the Parties acknowledge that each Participating Member will enter into a separate EMS Interlocal Agreement with Fort Worth in substantially the form of the template attached to this MOUA as Exhibit A.

Section 5: TERM, TERMINATION, AND ASSET VALUATION

5.1 This MOUA will be effective once finally executed by each of the Participating Members and will be perpetual unless earlier terminated in accordance with the terms of this MOUA. This MOUA will automatically terminate as to a Participating Member upon the occurrence of the last of the following two events: (1) the execution of that Participating Member's EMS Interlocal Agreement with Fort Worth; and (2) upon Fort Worth's written acknowledgement of the effective transfer of that Participating Member's share of MedStar's assets to Fort Worth in accordance with

Section 3 of this MOUA.

52 A Participating Member may terminate its participation in this MOUA by providing ninety (90) days' written notice to Fort Worth and each other Participating Member of its intent to withdraw from the MOUA ("Withdrawing Party"). The Withdrawing Party will be entitled to a distribution of cash representing the Withdrawing Party's pro-rata share of the then current value of MedStar's assets transferred to Fort Worth pursuant to Section 3 above, subject to depreciation over a term of five years. The value of those assets, and each Participating Member's pro rata share of that value, has been determined by Fort Worth and the amount is reflected in the attached Exhibit B. The Withdrawing Party's share, less depreciation, will be determined by Fort Worth as of the effective date of the Withdrawing Party's notice provided by this section. And the amount, if any, will be distributed to the Withdrawing Party by Fort Worth within ninety (90) days. After five years have lapsed from the execution of its EMS Interlocal Agreement, the Participating Members forfeit all rights or claims to any assets of MedStar transferred to Fort Worth pursuant to this MOUA.

53 Upon the effective date of termination of this MOUA by withdrawal Fort Worth will cease being the EMS Provider for the Withdrawing Party.

Section 6: PAYMENT

61 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 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). Actual unit hours consumed on 911 calls in each Party's jurisdiction does not include time spent posting or stationed in a particular jurisdiction.

62 For illustrative purposes only, the following is an example of funding using the UHC allocation strategy. If there are 168,718 consumed unit hours in the EMS System inclusive of all participating agencies (step 1) and the needed residual public funding is \$17,363,565 (step 2). The UHC (step 3) is \$102.91. If Fort Worth's consumed unit hours (step 4) is 150,161 unit hours within its corporate limits, then the cost allocation for Fort Worth (step 5) is \$15,453,068.50. A Participating Member's actual unit hours will be determined by Fort Worth annually and the previous fiscal year's actual unit hours will be used to calculate costs for the next fiscal year. Each Participating Member will be notified of its actual unit hours and the UHC allocation for the coming fiscal year, in writing, at the end of Fort Worth's fiscal year and as described in the Participating Member's EMS Interlocal Agreement.

Section 7: 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 robust Participating Member representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth to include as follows:

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 Participating Members' jurisdictions.

7.3.1.2 : The EAB's membership will consist of the following voting members: one representative designated by each Participating Member 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.

7.4 The Parties each agree to adopt and enforce the Uniform EMS Ordinance attached to this MOUA as Exhibit C. Exhibit C is intended to replace each Party's existing uniform EMS ordinance in its entirety.

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 MOUA 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 MOUA 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 the financial and business records of Fort Worth and a Participating Member that relate to the services provided (collectively "Records") at any time during the Term of this MOUA and for three (3) years thereafter in order to determine compliance with this MOUA. Throughout the Term of this MOUA and for three (3) years thereafter, City and Participating Members shall make all Records available following reasonable advance notice by City or a Participating Member and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this section 9 shall survive expiration or earlier termination of this MOUA.

Section 11: STANDBY EMS, IFT, AND MUTUAL AID AGREEMENTS

11.1 This MOUA is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for any Participating Member. Nothing herein prohibits any Participating

Member from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This MOUA 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 MOUA is not intended to prevent any Participating Member from participating in mutual aid agreements as is typical and ordinary among the Participating Members.

Section 12: GOVERNMENTAL POWERS

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

Section 13: ELECTRONIC SIGNATURES

13.1 This MOUA 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 MOUA 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: DATA

15.1 Fort Worth, and the Fort Worth Fire Department, by providing the EMS System services 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 additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

Section 16: TRANSITIONAL AUTHORITY AND CONTINUITY OF OPERATIONS

16.1 The parties acknowledge and agree that the period between execution of this MOUA, the withdrawal from the ILA, the transition of EMS System services to Fort Worth as the EMS Provider, and the complete dissolution of MedStar may create some operational and practical complications for the EMS System, IFT, and the associated services for the Parties. To ensure a smooth and efficient transition of operations, assets, and obligations from MedStar to Fort Worth,

the Parties agree that the dissolution of MedStar described in Section 2 will initially be considered a partial dissolution and MedStar will maintain its legal status as a governmental administrative agency and continue to operate under the direct management and oversight of Fort Worth for a finite period of time and for the limited purposes described in this Section 16. When Fort Worth determines, in its sole discretion, that all winding down matters have been completed MedStar will completely dissolve and cease to exist as a legal entity. When Fort Worth makes this determination, Fort Worth will provide written notice to all Participating Members of the date of final dissolution. The period between the final execution of this MOUA and the final dissolution of MedStar shall be referred to herein as the “Transition Period.”

162 During the Transition Period, MedStar will continue to operate certain temporary functions under the management of Fort Worth to ensure continuity in billing, collections, and other operational areas as needed. The Parties hereby grant Fort Worth the authority to take all necessary actions to ensure the continued operation and administration of the EMS System services to all parties, including actions that may not be contemplated by the ILA or policies of the MedStar board of directors (“Transitional Authority”). This Transitional Authority includes, but is not limited to, contracting with interim executive staff as may be necessary, maintaining licensure and registration, managing assets and liabilities, and addressing other core operational needs during the Transition Period. Because the ILA does not contemplate a transition period or winding down of MedStar, unanticipated issues may arise beyond the scope of the ILA during the Transition Period and this Transitional Authority is intended to cover that gap.

163 Notwithstanding any provisions in the ILA or the policies and practices of the MedStar board of directors, the Transitional Authority granted herein authorizes Fort Worth to appoint and hire interim executive staff as it deems necessary to manage the affairs of MedStar during the Transition Period.

164 The Transitional Authority authorizes Fort Worth to take all necessary steps to maintain or renew any required licenses, permits, or registrations for the EMS System services. This includes completing and submitting any necessary applications or documents to regulatory agencies, regardless of existing ILA provisions. The Transitional Authority authorizes Fort Worth to effectuate the transfer of the Participating Members’ share of MedStar assets, as contemplated and authorized by this MOUA.

165 This section 16 shall survive termination or expiration of this MOUA. And the Transitional Authority granted to Fort Worth shall remain in effect until the final dissolution of Medstar and the complete transfer of assets and responsibilities of the full EMS System to Fort Worth.

(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:

Approval Recommended:

By: _____

Name: _____

Title: _____

Approved as to Form and Legality:

By: _____

Name: _____

Title: Assistant City Attorney

Contract Authorization:

M&C: _____

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.

By: _____

Name: _____

Title: _____

City Secretary:

By: _____

Name: Jannette S. Goodall

Title: City Secretary

City of Blue Mound: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Edgecliff Village: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Forest Hill: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Haltom City: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Haslet: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Lakeside: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Lake Worth: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of River Oaks: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Saginaw: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Sansom Park: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Westover Hills: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of Westworth Village: By: _____ Name: _____ Title: _____ Date: _____	Attest By: _____ Name: _____ Title: _____ Date: _____
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City of White Settlement:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____