FRISCO
FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

FRISCO FIRE

To: Tom Johnston, Purchasing Manager

From: Ryan Wolford, Division Chief of Administrative Services

CC: Mack Borchardt, Fire Chief

Ron Patterson, Assistant. City Manager

Date: 9/18/2008

Re: Southwest General Services Open Purchase Order Request

Please find the attached request for an open purchase order to Southwest General Services in the amount of $55,000.00 for ambulance billing and collection services for FY2009. Southwest General Services has been performing this service for the Fire Department since 2004; the initial contract was approved by the City Council at their March 24, 2004 meeting. We had an open purchase order for FY2008 and respectfully request the same process for FY2009.

This purchase is consistent with and fully funded in Our FY2008 operating budget – 100-35 37-68145.

We respectfully request that this item be placed on the upcoming City Council Agenda for consideration. Please feel free to contact me should you have any questions as regards this item. I may be reached at (972) 292-6311 of rwolford@friscofire.com

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CITY OF FRISCO, TEXAS RESOLUTION NO. 04-03-77(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND SOUTHWEST GENERAL SERVICES OF DALLAS, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, the contract by and between the City of Frisco, Texas, and Southwest General Services of Dallas, LLC, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 30th day of March, 2004.

E. MICHAEL SIMPSON, Mayor

ATTEST TO:

NAN PARKER
City Secretary

RESOLUTION TO - SOLO PAGE

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CONTRACT BY AND BETWEEN
CITY OF FRISCO, TEXAS AND
SOUTHWEST GENERAL SERVICES OF DALLAS, L.L.C.
FOR AMBULANCE BILLING AND COLLECTION SERVICES

THIS CONTRACT is made and entered by and between SOUTHWEST GENERAL SERVICES OF DALLAS, L.L.C., a Texas corporation, whose address is 12025 Shiloh Road, Suite 230, Dallas, Texas 75228, hereinafter referred to as "Contractor," and CITY OF FRISCO, TEXAS, a home-rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Frisco City Council and subsequent execution by the Frisco City Manager or his/her designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

I.
SCOPE OF WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for EMS Billing and Collection Services. Such work shall be performed in accordance with the terms and conditions of the City's Specifications for EMS Billing and Collection Services as designated in the City's Request For Proposal, "Billing and Collection of Ambulance/EMS Fees" (hereinafter "Specifications") a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The contract consists of this written agreement and the following items which are on file with the City's Purchasing Department:

(a) Contract by and between City of Frisco, Texas, and Southwest General Services of Dallas, L.L.C.;

(b) The Proposal Specifications for EMS Billing and Collection Services, RFP No. C183-01.

(c) Proposal Packet on file which contains the following:
Acknowledgement of Proposal by Contractor
Description of Proposal
General Conditions of Proposal
Supplemental Information: Insurance Requirement Affidavit
Affidavit of No Prohibited Interest

(d) The Contractor's Proposal

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In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents".

II.
TERM OF CONTRACT

The initial term of this contract shall be a period of two (2) year commencing upon the effective date hereof; provided, however, that the City shall have the right and option to renew for three (3) additional one (1) year periods by giving written notice to Contractor of City's election to so extend the terms hereof, such notice to be given not more than sixty (60) days prior to the expiration of the initial term. The parties further agree that City may cancel and terminate this Contract without cause, upon thirty (30) days written notice to Contractor.

III.
WARRANTY

Contractor agrees that the products and services are warranted as provided in Exhibits "A" and "B".

IV.
PAYMENT

Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for services performed. Compensation shall be as set forth in Contractor's Proposal (Exhibit "B") in an amount not to exceed the City Council approved budget appropriation for these items.

Contractor recognizes that this Contract shall commence as stated below and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Frisco, which fiscal year ends on September 30th of each year, shall be subject to Frisco City Council approval. In the event that the Frisco City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a

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breach of this duty by Contractor pursuant to paragraph VII. INDEMNIFICATION and paragraph VIII. COMPLIANCE WITH APPLICABLE LAWS set forth herein.

VI.
LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

VII.
INDEMNIFICATION

Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless City expressly waives such right in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances, regulations including all amendments and revisions thereto, which in any manner affect the Contractor or the work, and shall indemnify and save harmless the City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by the Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

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IX.
VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin and Denton Counties, Texas, and that exclusive venue shall lie in Collin County, Texas.

X.
ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract will not be assigned or sublet without the prior written consent of the City, and that no part or feature of the work will be sublet to anyone objectionable to the City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve the Contractor from its full obligations to City as provided by this Contract.

XI.
INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance as set forth in Exhibit "C" attached hereto and incorporated herein.

XIII.
HINDRANCES AND DELAYS

Contractor shall make no claims for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

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XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contract has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

XV.
SEVERABILITY

The provisions of the Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason be held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XVI.
TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

XVII.
ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XVIII.
DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

XIX.
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties hereto, their successors, heirs,

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personal representatives and assigns.

XX.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXI.

COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

XXII.

REPRESENTATIONS

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

XXIII.

SOVEREIGN IMMUNITY

The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. This Contract shall be effective upon approval of the City Council of the City of Frisco and upon the signature by the parties hereto.

SOUTHWEST GENERAL SERVICES OF DALLAS, L.L.C.

By: _____ Date: 4/12/04
Scott Fotheringill / CEO

CITY OF FRISCO, TEXAS

By: _____ Date: 4/15/04
George Purefoy / City Manager

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EXHIBIT "D"

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF TEXAS §
COUNTY OF Collin §

I, Sat Fotheringill, a party to the attached contract, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the project (check all that apply):

✓ Ownership of 10% or more of the voting shares of the business entity.

✓ Ownership of $2,500 or more of the fair market value of the business entity.

___ Funds received from the business entity exceed 10% of my income for the previous year.

___ Real property is involved and I have an equitable or legal ownership with a fair market value of at least $2,500.

___ None of the above.

___ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.

___ Other: _____

Upon the filing of this affidavit with the City of Frisco, Texas, I affirm that no relative of mine, in the first degree by consanguinity or affinity as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 12th day of April, 20 04.

Sat Fotheringill, COO
(Signature of Officer/Title)

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BEFORE ME, the undersigned authority, this day personally appeared Scott Fotheryill and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 17th day of April, 2004.

Angela Lunsford
Notary Public in and for
The State of Texas
My commission expires: 11-5-2007

ANGELA K. LUNSFORD
Notary Public, State of Texas
My Commission Expires
November 05, 2007