



Contract Amendment

Two (2)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: TOWN OF PROSPER
Mayor Ray Smith
PO Box 307
Prosper, TX 75078

Contract Agreement, Interlocal EMS Town of Prosper
Contract No. 06663-09
Effective Date 10/1/2011

Awarded by Court Order No.: 2009-579-08-10
Contract Amendment No 1: 2010-498-07-26
Contract Amendment No 2: 2011-971-12-12

RECEIVED
COLLIN COUNTY
PURCHASING DEPARTMENT
NOV 17 2011

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

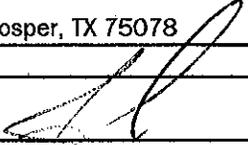
1. Extend contract for the period October 1, 2011 through September 30, 2012.
2. Delete Section 3 Compensation and replace with the following:
Collin County shall pay Prosper for the Services referred to in Paragraph I at the rate of \$11,118 per year, on or before the 30th day of September each year, in twelve (12) monthly installments of \$926.50 per month. Each monthly installment payment is to be made on or before the 1st day of each month.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Town of Prosper

PO Box 307

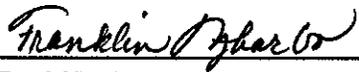
Prosper, TX 75078



SIGNATURE
TITLE: Town Manager
DATE: 11/11/11

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COUR

Collin County Administration Building
2300 Bloomdale, Suite 3160
McKinney, Texas 75071



Frank Ybarbo
Purchasing Agent
DATE: 12/15/11

12/15/11
m



Contract Amendment One 1

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75069
972-548-4165

Vendor: TOWN OF PROSPER Contract Agr. Interlocal EMS Town of Prosper
Mayor, Charles Niswanger RAY SMITH Contract No. 06663-09
PO Box 307
Prosper, Texas 75078 Effective Date 10/1/2010

Awarded by Court Order No.: 2009-579-08-10
Amendment 1 Court Order No.: 2010-498-07-26

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Section II: Duration of Agreement

In accordance with section II, Duration of Agreement, the contract performance period is hereby extended as specified for One (1) year, effective 10/1/10 through 09/30/11, with two (2) annual renewals remaining.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:
Ray Smith (Print Name)

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

TOWN OF PROSPER
Mayor, Charles Niswanger RAY SMITH
PO Box 307
Prosper, Texas 75078

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Ray Smith
SIGNATURE
TITLE: Mayor
DATE: 5.24.10

Franklin Ybarbo
Frank Ybarbo
Purchasing Agent
DATE: 7/27/10

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Town of Prosper, Emergency Medical Services – Fire Marshal

On **August 10, 2009**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward

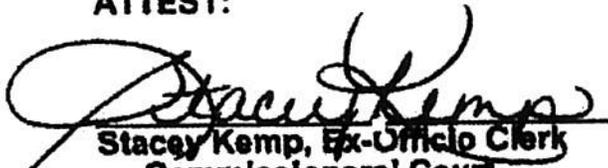
County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with the Town of Prosper (AGR No. 06663-09).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the Town of Prosper (AGR No. 06663-09) for Emergency Medical Services effective October 1, 2009 through and including September 30, 2010 and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

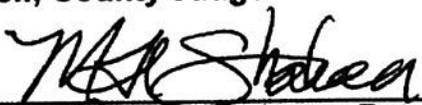


ATTEST:


Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S



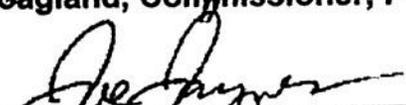
Keith Self, County Judge



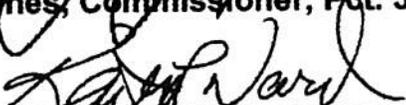
Matt Shaheen, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4

EMERGENCY AMBULANCE SERVICES

This Agreement is made on the 1st day of October, 2009, by and between the Town of Prosper, Texas ("Prosper") and Collin County, Texas ("Collin County").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, emergency ambulance services; and

WHEREAS, Prosper provides these services to the citizens of Prosper and has the capacity to service other municipalities; and

WHEREAS, Collin County has investigated and determined that it would be advantageous and beneficial to Collin County and its inhabitants to provide emergency ambulance services to Collin County and its inhabitants; and

WHEREAS, Collin County desires to engage Prosper, and Prosper desires to be engaged by Collin County, to provide emergency ambulance services as set forth herein; and

WHEREAS, the governing bodies of Prosper and Collin County desire to foster good-will and cooperation between the two entities; and

WHEREAS, Prosper and Collin County, deem it to be in the best interest of both entities to enter into this Agreement relative to emergency ambulance services.

In consideration of the mutual covenants contained herein, Prosper and Collin County agree as follows:

I. Services to be Performed

Collin County agrees to engage Prosper to furnish emergency ambulance services to the unincorporated areas of Collin County known as Prosper Fire District, and to answer all emergency ambulance calls within the unincorporated area of Prosper Fire District as shown on the map.

The level of service required under this Agreement shall include Advanced Life Support ("ALS").

II. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 1st day of October, 2009. This contract expires at midnight on September 30, 2010. This contract may be extended for Three (3) annual renewals with the fees and payments being negotiated at that time.

III. Compensation

Collin County shall pay Prosper for the services referred to in Paragraph I at the rate of \$22,233.50 per year, on or before the 30th day of September of each year, in twelve monthly installments of \$1,853.00 / month. Each monthly installment payment is to be made on or before the 1st day of each month beginning 1st day of October, 2009.

Compensation for any year shall be prorated should the Agreement be terminated, pursuant to Paragraph II prior to the expiration of the service year in effect at the time of the termination.

IV. Relationship of Parties

The parties intend that Prosper, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Prosper, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Collin County and shall not be entitled to participate in any pension or other benefits that Collin County provides its employees.

V. Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Collin County shall be sufficient if made or addressed to Purchasing Agent , 2300 Bloomdale Road, Suite 3160, McKinney Texas 75071, and to Prosper at P.O. Box 307, Prosper, Texas 75078. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. Requirements for Insurance

Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificates indicating the coverage to remain in force throughout the term of this contract.

Commercial General Liability Insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000.00 per occurrence. Coverage must be written on an occurrence form.

Workers' Compensation insurance at statutory limits, including employers' liability coverage at minimum limits.

Commercial Automobile Liability insurance shall be no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Medical Professional Liability Insurance at minimum limits of \$1,000,000.00. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage).

The required limits may be satisfied by any combination of primary, excess or umbrellas liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

The vendor's insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

All copies of Certificates of Insurance shall reference the project/contract number.

All insurance shall be purchased from an insurance company that meets the following requirements:

A financial rating of B+VI or better as assigned by the Best Rating Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

Sets forth the notice of cancellation or termination to Collin County.

Miscellaneous Provisions

Indemnification

Prosper agrees to promptly defend, indemnify and hold Collin County harmless from and against any and all claims, demands, suits, causes of action, and judgements for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of Prosper, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Collin County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

COLLIN COUNTY

By: _____

County Judge

Date: _____

8/11/09

ATTEST TO:

Georgia D. Dwyer
Administrative Secretary

TOWN OF PROSPER

By: _____

Charles Niswanger

Mayor

Date: _____

6/24/09

ATTEST TO:

TOWN SECRETARY