

## **INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICES**

This INTERLOCAL AGREEMENT for the provision of Ambulance Services ("Agreement") by Collin County, Texas a political subdivision of the State of Texas (hereinafter referred to as "County"); the Cities of Anna, Blue Ridge, Farmersville, Josephine, Lowry Crossing, Melissa, Nevada, Princeton, and Weston (collectively known as the "Northern and Eastern Coalition" and individually as "Member"); and the Municipal Utility District of Blue Meadow Municipal Utility District No. 1 of Collin County (hereinafter referred to as "Associate"), each a local government of the State of Texas.

### **RECITALS**

**WHEREAS**, Pursuant to the authority granted by V.T.C.A. Government Code, Title 8, Chapter 271, Subchapter F, Section 271.102 and Title 7, Chapter 791, Subchapter C, Section 791.025; and

**WHEREAS**, County has entered into an agreement with an ambulance service provider ("Vendor") pursuant to the contract Services, Emergency Medical, RFP No. 2018-139 ("Ambulance Contract"); and

**WHEREAS**, Associate desires to participate in the purchase of the services described in the Ambulance Contract; and

**WHEREAS**, County and Associate believe that the cooperative purchase of the services benefits the citizens of both County and Associate; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby represent, warrant, covenant and agree as follows:

### **I. Term of Agreement**

1.1 This Agreement shall become effective on November 1, 2021 ("Effective Date"), regardless of when this Agreement is executed by the Associate authorized representatives.

1.2 The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect through and including October 31, 2022, with the option to renew for one (1) additional one (1) year period.

1.3 Associate or County may terminate this Agreement, with or without cause, before end of the current term by providing the other Party one-hundred and forty (140) days'

written notice to the other Party.

## **II. Relationship of Parties**

2.1 County, its agents, employees, volunteer help or any other person operating under this agreement shall not be considered an agent or employee of any Member or Associate, nor shall any Member or Associate, its agents, employees, volunteer help or any other person operating under this agreement be considered an agent or employee of Collin County.

## **III. Services**

3.1 Vendor will provide services to the County, the Northern and Eastern Coalition, and Associate in accordance with the Ambulance Contract.

3.2 Each Member will appoint a representative to the EMS Advisory Board. The EMS Advisory Board meets quarterly to discuss the Ambulance Contract.

## **IV. Payment of Services**

4.1 Each Member agrees to pay for the Services each year in the amount determined by the following formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of the Unincorporated area as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for that member.

4.2 Each Associate agrees to pay a \$2,000 deposit upon effective date for the Services, to be subtracted from the total owed by all members the following year. Each year following first occupancy, Associate agrees to pay for the Services in the amount determined by the following formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of each Associate as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for that member.

4.3 County agrees to pay for the Services each year in the amount determined by the same formula:

Total price for Services for the year DIVIDED BY the total population of the Coalitions as determined by population estimate models from COUNTY equals the rate per person for services. The rate per person is MULTIPLIED by the total population of the Unincorporated area as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for that member.

4.4 County agrees to pay the Vendor the total amount owed for services as required by the Ambulance Contract, on the condition that each Member and Associate reimburses County for amounts each Member and Associate owes pursuant to this Agreement. The County will invoice each Member and Associate quarterly in accordance with Exhibit A.

4.5 See attached for "Exhibit A" which shows the amounts owed, pursuant to section 4.1 and 4.2 by each Member, Associate, and County for the first year of the Term of this Agreement which begins on November 1, 2021, and ends on October 31, 2022. This Exhibit "A" is incorporated herein and will be updated annually.

4.6 Each Associate and County shall make payments hereunder from current revenues available to each party.

4.7 In the event an Associate terminates its participation in this Agreement, (the "Withdrawing Associate"), the remaining Members and Associates hereby acknowledge and agree that the amount that would have been paid by the Withdrawing Members shall be paid by the remaining Members and County collectively on a per capita basis.

4.8 In the event the Vendor of the Ambulance Contract is assessed damages, Member will receive a discount based upon the population percentage (calculated on Attachment A) on their next quarterly payment.

## V. Notice

5.1 Any notice required by this Agreement to County shall be sent to the following addresses:

Collin County  
Purchasing Department  
Bloomdale Rd, Suite 3160  
McKinney, TX 75071

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale Rd, Suite 4192  
McKinney, TX 75071

a. Any notice required by this Agreement to a Member or Associate shall be sent to the address stated in each Member or Associate's signature.

## **VI. Miscellaneous**

6.1 Entire Agreement Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

6.2 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

6.3 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.4 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.5 Authority. The undersigned officers of the Parties, by executing said document, acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies, and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

6.6 Indemnification. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officials, officers, agents, and

employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officials, officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

6.7 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

6.8 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"

COLLIN COUNTY, TEXAS

BY: 

NAME: Chris Hill

TITLE: County Judge

DATE: October 27, 2021

"ASSOCIATE"

AGENCY: Blue Meadow Municipal Utility District No. 1

BY: Benedict Nieswiadomy

NAME: Benedict Nieswiadomy

TITLE: President

DATE: 10/12/21

ASSOCIATE CONTACT INFORMATION FOR NOTIFICATIONS:

Address: 14755 Preston Road, Suite 600

City: Dallas, TX

Zip Code: 75254

Contact Person: Mindy L. Koehne

Phone Number: 972 788 1000

Email Address: mkoehne@coatsrose.com

EXHIBIT A  
FY 2022 EMS CONTRACT

Fire District / City	Unincorporated	Incorporated	Annexations	% of Pop	Post-Sep	TOTAL	AREA (ML)	Coalition	EMS Provider	City Pre-Sep Annual Cost	City Post-Sep Annual Cost	City Pre-Sep Monthly Cost	City Post-Sep Monthly Cost	Quarterly Payment 1-2	Quarterly Payment 3	Quarterly Payment 4	County Total Costs
ANFD Anna	2,006	15,669	-	18.68%	0.00%	17,729	54.00	Northern	AMR	\$131,851.41	\$0.00	\$10,987.62	\$0.00	\$3,962.85	\$10,987.62	\$0.00	\$18,431.75
BLFD Blue Ridge	3,009	1,023	-	1.22%	1.49%	4,032	69.75	Eastern	AMR	\$8,578.77	\$10,548.86	\$714.90	\$879.07	\$2,144.69	\$2,473.04	\$2,637.21	\$27,647.62
BRFD Branch <sup>1</sup>	2,653	-	-	0.00%	0.00%	2,653	8.32	Eastern	AMR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,376.58
FVFD Farmersville	4,717	3,320	-	3.94%	4.85%	8,037	80.00	Eastern	AMR	\$27,841.17	\$34,234.80	\$2,320.10	\$2,852.90	\$6,960.29	\$8,025.90	\$8,558.70	\$43,341.25
JDFD Josephine	2,453	1,952	51	2.38%	2.93%	4,456	32.38	Eastern	AMR	\$16,796.94	\$20,654.31	\$1,399.75	\$1,721.19	\$4,199.24	\$4,842.13	\$5,163.58	\$22,538.92
LCFD Lowry Crossing	1,230	1,748	187	2.30%	2.83%	3,165	11.58	Eastern	AMR	\$16,226.70	\$19,953.12	\$1,352.23	\$1,662.76	\$4,056.68	\$4,677.74	\$4,988.28	\$13,301.62
MSFD Melissa	2,663	12,270	34	14.61%	17.97%	14,967	27.54	Northern	AMR	\$103,180.04	\$126,875.00	\$8,598.34	\$10,572.92	\$25,795.01	\$29,744.17	\$31,718.75	\$24,468.46
NVFD Nevada	3,082	1,283	3	1.53%	1.88%	4,368	19.88	Eastern	AMR	\$10,784.26	\$13,260.93	\$898.69	\$1,105.07	\$2,696.06	\$3,108.83	\$3,315.21	\$28,318.36
PNFD Princeton	4,565	15,255	6	18.13%	22.29%	19,826	54.31	Eastern	AMR	\$127,977.12	\$157,366.66	\$10,664.76	\$13,113.89	\$31,994.28	\$36,892.54	\$39,341.67	\$41,944.62
RSFD Royse City <sup>2</sup>	712	2,196	195	0.00%	0.00%	712	13.71	Eastern	AMR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,542.08
WMFD Westminster <sup>1,3</sup>	1,864	-	54	0.00%	0.00%	1,864	28.21	Northern	AMR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,127.01
WEFD Weston	1,765	343	272	0.73%	0.90%	2,380	50.25	Northern	AMR	\$5,157.32	\$6,341.69	\$429.78	\$528.47	\$1,289.33	\$1,486.73	\$1,585.42	\$16,217.36
<b>Total</b>	<b>30,719</b>	<b>52,863</b>	<b>607</b>	<b>63.51%</b>	<b>55.13%</b>	<b>84,189</b>	<b>449.93</b>										<b>\$282,255.63</b>
Post-Sep		37,194				68,466											

**TOTAL COST FOR SERVICES FOR THE YEAR - \$706,000.00**

City total costs

Pre-Separation Post-Separation

\$423,744.37

Total Population 84,189 68,466

Contract Rate \$ 706,000.00

Rate per person \$ 8.39 \$ 10.31

1 Collin County is responsible for unincorporated Branch and Westminster

2 The incorporated portion of Royse City is covered by Rockwall EMS

3 Westminster Fire District contains Anna annexations