

INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICES

This **INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICES** (this "Agreement") is made and entered into by and between the **CITY OF PRINCETON, TEXAS**, a home-rule municipality (hereinafter referred to as "Princeton"), and the **CITY OF BLUE RIDGE, TEXAS**, a general law type A municipality ("Blue Ridge"); the **CITY OF FARMERSVILLE, TEXAS**, a general law type A municipality ("Farmersville"); the **CITY OF JOSEPHINE, TEXAS**, a general law type A municipality ("Josephine"); the **CITY OF LOWRY CROSSING, TEXAS**, a general law type A municipality ("Lowry Crossing"); the **CITY OF MELISSA, TEXAS**, a home rule municipality ("Melissa"); the **CITY OF NEVADA, TEXAS**, a general law type A municipality ("Nevada"); the **CITY OF WESTON, TEXAS**, a general law type A municipality ("Weston"); and **COLLIN COUNTY, TEXAS**, at large (the "County"), each a political subdivision and governmental entity in the State of Texas (collectively known as the "Northern and Eastern Coalition" and each individually as a "Member"); and voluntarily elected **MUNICIPAL UTILITY DISTRICTS ("MUD")**, formed under specific circumstances, to provide Ambulance Services to a designated area within the County (collectively the "Parties" and each individually a "Party" hereto).

RECITALS

WHEREAS, Princeton has entered into an agreement with an ambulance service provider (the "Vendor") pursuant to the contract Services, Emergency Medical, dated the 23RD day of OCTOBER, 2023 (the "Ambulance Contract"), which is attached hereto as Exhibit A and incorporated herein for all purposes;

WHEREAS, Princeton desires to contract with other local governmental entities to make available throughout various parts of the County the emergency medical services provided by the Vendor, as outlined and described in the Ambulance Contract (the "Ambulance Services");

WHEREAS, the Northern and Eastern Coalition and each elected MUD desire to participate in the purchase of the Ambulance Services;

WHEREAS, pursuant to Chapter 791 of the Texas Government Code and Section 271.102 of the Texas Government Code, the Parties have the authority to execute a contract whereby the Parties agree to participate in a cooperative purchasing program for the purchase of services and make payments to another participating local governmental entity;

WHEREAS, Princeton, the Northern and Eastern Coalition, and each elected MUD have investigated and determined that authorizing and executing an agreement for the cooperative purchase of the Ambulance Services benefits the citizens of Princeton, the Northern and Eastern Coalition, and each elected MUD, will help preserve and protect the public health and safety, and will serve the general welfare and advance the good government of their citizens; and

WHEREAS, accordingly, Princeton, the Northern and Eastern Coalition, and each elected MUD deem it to their mutual interest to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual promises, covenants, and agreements that follow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby represent, warrant, covenant, and agree as follows:

I.
TERM OF AGREEMENT

1.1 Effective Date. This Agreement shall become effective on November 1, 2023, regardless of when this Agreement is executed by Princeton, the Members, and each elected MUD's authorized representatives (the "Effective Date").

1.2 Term of Agreement. The initial term of this Agreement shall begin on the Effective Date and shall continue in full force and effect through and including October 31, 2024, unless terminated earlier pursuant to Section 1.3 of this Agreement (the "Initial Term"). The Parties shall have the option to renew this Agreement for four (4) additional one (1) year periods, which will begin on the expiration of the Initial Term (November 1, 2024), and on each successive one-year (1-year) anniversary date thereafter, unless terminated earlier pursuant to Section 1.3 of this Agreement (each a "Renewal Term"). The Initial Term and each Renewal Term shall collectively be referred to as the "Term" of this Agreement. The Term of this Agreement shall conclude on October 31, 2028, unless terminated earlier pursuant to Section 1.3 of this Agreement.

1.3 Termination. Any Party may terminate this Agreement, with or without cause, before the end of the current Term by providing each of the other Parties one-hundred and forty (140) calendar days' written notice of the Party's desire to terminate this Agreement. For the avoidance of confusion, a Party's notice of termination will not be effective if it is made within one hundred and forty (140) calendar days of the expiration of the current Term, unless good cause is shown. This Agreement may be terminated at any time by mutual agreement of all the Parties, as evidenced by a written and signed termination agreement.

1.4 Cancellation. In the event a Party deems it to be in its best interest not to extend the Term of this Agreement, the Party shall provide each of the other Parties reasonable written notice, which must be at least sixty (60) calendar days prior to the expiration of the current Term, of the Party's desire not to renew and extend the Term of this Agreement.

II.
RELATIONSHIP OF PARTIES

2.1 Independent Parties. Each Party, including its agents, employees, representatives, volunteers, or any other person operating under this Agreement, shall not be considered an agent, employee, representative, or volunteer of any other Party to this Agreement. The relationship of the Parties shall be governed by the terms and provisions of this Agreement.

2.2 EMS Advisory Board. Consistent with the terms of this Agreement, the Parties shall designate certain agreed-upon representatives to deliberate, discuss, and address issues affecting the EMS system, the Ambulance Contract, and this Agreement (the "EMS Advisory Board"). The EMS Advisory Board shall meet quarterly (or more if the need arises) to discuss the Ambulance Contract, this Agreement, and any other related matters. Each Member shall appoint one (1) representative to the EMS Advisory Board, and each Member representative will have one (1) vote within the Northern and Eastern Coalition. Each elected MUD may appoint one (1) representative to the EMS Advisory Board; however, all MUD representatives will not have a vote within the Northern and Eastern Coalition.

III.
SERVICES

3.1 Provision of Ambulance Services. Vendor shall provide the Ambulance Services to Princeton, the Northern and Eastern Coalition, and each elected MUD in strict accordance with the Ambulance Contract. The quality and quantity of the Ambulance Services to be provided by the Vendor to one Party will be substantially the same as the quality and quantity of the Ambulance Services provided to the other Parties. The Parties make no representations or warranties that the level or degree of Ambulance Services provided

under this Agreement will be maintained or continued to any particular standard, except as to the standard articulated by the Vendor in the Ambulance Contract. No Party hereto shall be liable to the other Parties for any losses, costs, damages, injuries, claims, or expenses arising from, related to, or connected with the Vendor's provision of Ambulance Services.

IV. PAYMENT OF SERVICES

4.1 Payment by Each Member. During the entire Term of this Agreement, each Member shall make payments to Princeton in accordance with the terms of this Agreement to pay for each Member's respective portion of the Total Cost of the Ambulance Services. Each Member's total payment obligation for Ambulance Services for each year is determined by the following formula:

- (a) Total Cost of the Ambulance Services for the year (as provided in the Ambulance Contract) DIVIDED BY the total population of the Northern and Eastern Coalition (as determined by the GIS Numbers provided by the County for the year for the Northern and Eastern Coalition), which equals the rate per person for Ambulance Services.
- (b) The rate per person for Ambulance Services (as provided in Section 4.1(a) above) is MULTIPLIED BY the total population of each Member (as determined by the GIS Numbers provided by the County for the year for that particular Member), which equals each Member's total payment obligation for Ambulance Services for each year.

4.2 Payment by Each Electing MUD. Each MUD electing Ambulance Services under this Agreement shall pay Princeton a one-time administrative fee in the total amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) to be used to pay for each MUD's respective fees associated with (i) becoming a non-voting member of the Northern and Eastern Coalition; and (ii) such other administrative fees and expenses incurred by Princeton, including, without limitation, administering and managing the Ambulance Contract (the "MUD Initiation Fee"). In addition to the foregoing MUD Initiation Fee, each MUD shall also make additional payments to Princeton to pay for each MUD's respective portion of the Total Cost of the Ambulance Services in the amount determined by the following formula:

- (a) Total Cost of the Ambulance Services for the year (as provided in the Ambulance Contract) DIVIDED BY the total population served (as determined by the GIS Numbers provided by the County for the year for that particular MUD), which equals the rate per person for Ambulance Services.
- (b) The rate per person for Ambulance Services (as provided in Section 4.2(a) above) is MULTIPLIED BY the total population of the Unincorporated area (as determined by the GIS Numbers provided by the County for the year for that Unincorporated Area), which equals each MUD's total payment obligation for Ambulance Services for each year.

4.3 Payment by Princeton. During the entire Term of this Agreement, Princeton shall pay for its respective portion of the Total Cost of the Ambulance Services. Princeton's total payment obligation for Ambulance Services for each year is determined by the following formula:

- (a) Total Cost of the Ambulance Services for the year (as provided in the Ambulance Contract) DIVIDED BY the total population of the Northern and Eastern Coalition (as determined by the GIS Numbers provided by the County for the year for the Northern and Eastern Coalition), which equals the rate per person for Ambulance Services.

- (b) The rate per person for Ambulance Services (as provided in Section 4.3(a) above) is MULTIPLIED BY the total population of Princeton (as determined by the GIS Numbers provided by the County for the year for Princeton), which equals Princeton's total payment obligation for Ambulance Services for each year.

4.4 Payment by Collin County. During the entire Term of this Agreement, Collin County shall pay for its respective portion of the Total Cost of the Ambulance Services. Collin County's total payment obligation for Ambulance Services for each year is determined by the following formula:

- (a) Total Cost of the Ambulance Services for the year (as provided in the Ambulance Contract) DIVIDED BY the total population of the Northern and Eastern Coalition (as determined by the GIS Numbers provided by the County for the year for the Northern and Eastern Coalition), which equals the rate per person for Ambulance Services.
- (b) The rate per person for Ambulance Services (as provided in Section 4.4(a) above) is MULTIPLIED BY the Adjusted Total of the Unincorporated Population of the Northern and Eastern Coalition (as determined by the GIS Numbers provided by the County for the year for the Unincorporated Population of the Northern and Eastern Coalition), which equals Collin County's total payment obligation for Ambulance Services per year.

4.5 Parties to Pay Princeton; Princeton to Pay Vendor. Princeton agrees to pay the Vendor the Total Cost of the Ambulance Services as required by the Ambulance Contract, provided that each Member and electing MUD reimburses Princeton for the amounts that each Member and electing MUD owes pursuant to Section 4.1 and Section 4.2 of this Agreement. Princeton will invoice each Member and electing MUD quarterly in a form template that is mutually agreeable among the Parties (the "Invoice"), which Invoice shall include the amounts owed, pursuant to Section 4.1, Section 4.2, Section 4.3, and Section 4.4 of this Agreement, by each Member, each electing MUD, and Princeton for the Initial Term of this Agreement.

4.6 Payment for Revenues. Each Member, each electing MUD, and Princeton shall make payments hereunder from current revenues available to each respective Party.

4.7 Payment Responsibility for Withdrawing Party. In the event a Member or MUD terminates its participation in this Agreement pursuant to this Agreement (the "Withdrawing Party"), the remaining Parties hereby acknowledge and agree that the amount that would have been paid by the Withdrawing Party shall be paid by the remaining Parties, collectively on a per capita basis.

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

V. MISCELLANEOUS

5.1 Entire Agreement. 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 all the Parties hereto.

5.2 Severability. 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.

5.3 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas. Any litigation in any way relating to this Agreement shall be brought in state court in Collin County, Texas.

5.4 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.

5.5 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.

5.6 Notices. All notices that a Party is required or may desire to give the other Parties under or in connection with this Agreement shall be deemed sufficient if given by addressing the same to the other Parties at the addresses provided below or at such other place as may be designated in writing by the like notice. All notices shall be deemed delivered when addressed as required herein and deposited in the United States mail, first class postage prepaid, certified mail, return receipt requested.

(a) If to Princeton, to the following address:

City of Princeton
Purchasing Department
2000 E. Princeton Dr.
Princeton, TX 75407

(b) If to the County or a MUD, to the following addresses:

Purchasing Department 2300 Bloomdale #3160 McKinney, TX 75071	Collin County Administrator Bill Bilyeu 2300 Bloomdale #4192 McKinney, TX 75071	Collin County Fire Marshall Jason Browning 4690 Community Ave #200 McKinney, TX 75071
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(c) If to Blue Ridge, to the following address:

City Secretary
Edie Sims
City of Blue Ridge
108 W James Street
Blue Ridge, Texas 75424

(d) If to Farmersville, to the following address:

City of Farmersville
Assistant City Manager,
Michael P. Sullivan
205 So. Main St
Farmersville, Texas 75442

(e) If to Joespehine, to the following address:

Jason Turney, Mayor
PO Box 99
Josephine, TX 75164

(f) If to Lowry Crossing, to the following address:

Lowry Crossing City Administrator
Janis Cable
1405 S. Bridgefarmer Road
Lowry Crossing, TX 75069

(g) If to Melissa, to the following address:

City of Melissa
Attn: Administration
3411 Barker Av
Melissa, TX 75454

(h) If to Nevada, to the following address:

Morgan Kowaleski
424 E. FM 6
Nevada, TX 75173

(i) If to Weston, to the following address:

City of Weston
PO Box 248
Weston TX 75097

5.7 Indemnification. To the extent allowed by law, each Party agrees to release, defend, indemnify, and hold harmless the other Parties (including their respective officials, officers, agents, and employees) from and against all claims or causes of action for injuries (including, without limitation, death), property damages (including, without limitation, loss of use), and any other losses, demands, suits, judgments, and costs (including, without limitation, reasonable and necessary 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.

5.8 Force Majeure. No Party shall be liable or responsible to the other Parties, 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 Parties, 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.

5.9 Dispute Resolution. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties hereby agree to observe the following dispute resolution process:

(a) Initial Notice. The disputing Party shall provide all Parties with a written complaint that contains sufficient detail to clearly identify the problems giving rise to the dispute, and the Party or Parties subject to the dispute shall have a reasonable opportunity to respond.

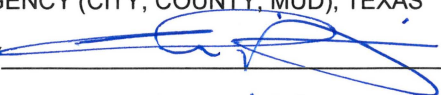
- (b) Resolution Meeting. After consulting with and obtaining input from the appropriate Parties so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate certain representatives to attend such meeting to attempt to settle the dispute in an amicable manner and facilitate an agreed resolution.
- (c) Mediation. If the dispute cannot be settled during the Resolution Meeting, the appropriate Parties shall attempt, in good faith, to settle their claim, dispute, or controversy through non-binding mediation before having recourse in a state court of competent jurisdiction in Collin County, Texas. Each Party shall be responsible for the expenses of such Party's participants, consultants, experts, or representatives at the non-binding mediation. The cost of the mediator, however, shall be borne equally by the Parties, unless the Parties agree otherwise in writing. The mediator shall be mutually agreed upon by the Parties. The non-binding mediation shall be completed no later than within sixty (60) calendar days after the conclusion of the Resolution Meeting.
- (d) Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, any of the Parties may pursue all legal and equitable remedies available to them under Texas law.

5.10 Drafting Provisions. This Agreement shall be deemed to have been drafted equally by all Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are inserted for the conveniences of the Parties only and, accordingly, are not intended to be used in construing this Agreement.

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR LAST PROVIDED BELOW (the "Execution Date").

"CITY"
 CITY OF PRINCETON, TEXAS
 BY _____
 NAME _____
 TITLE _____
 DATE _____

"MEMBER" or "MUD"
 AGENCY (CITY, COUNTY, MUD), TEXAS
 BY 
 NAME CHRIS HILL
 TITLE COUNTY JUDGE
 DATE 28 OCT 2023