

STATE OF TEXAS §

COUNTY OF MONTAGUE §

**INTERLOCAL AGREEMENT BETWEEN MONTAGUE COUNTY, TEXAS AND
NOCONA GENERAL HOSPITAL/NOCONA EMS FOR AMBULANCE SERVICES**

This agreement is for Ambulance Services (the "Agreement") by and between Montague County, Texas (COUNTY) and Nocona General Hospital/Nocona EMS, a duly licensed Texas Emergency Medical Services and ambulance provider ("CONTRACTOR").

WHEREAS, CONTRACTOR and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, COUNTY has a tradition of CONTRACTOR and other providers being important participants in the Emergency Medical Services ("EMS") system in Montague County, Texas;

WHEREAS, COUNTY currently has a need for emergency medical services in the unincorporated areas of Montague County;

WHEREAS, CONTRACTOR desires to provide emergency medical services in the unincorporated area of the County;

WHEREAS, CONTRACTOR desires certain funding from the County to enable it to provide such emergency medical services;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by the Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Montague County Commissioners Court for payment of the consideration named herein for the term in which this agreement is operative;

WHEREAS, pursuant to the Interlocal Cooperation Act , Chapter 791 Texas Government Code the parties wish to enter into this agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

I. Public Purpose

The purpose of this contract is for CONTRACTOR to provide assistance with Emergency Medical Services in Montague County, Texas.

II. Description of Contractor Services and Service Area

During the term of this Agreement, CONTRACTOR agrees to furnish ambulance and

CONTRACTOR shall be responsible for State requirements for provider organizations regarding the Medical Director and their role in purchasing controlled drugs and other controlled supplies, as well as for issuing and signing written standing orders.

VI. Consideration

For consideration of the provision of ambulance and emergency services delineated in this Agreement, the County agrees to pay a total of Sixty Two Thousand Five Hundred and no/100 Dollars (\$62,500.00) per year, payable in quarterly installments of Fifteen Thousand Six Hundred twenty five and no/100 Dollars (\$15,625.00) on the 15th day of October, January, April and July of each year during the term of this Agreement. The first payment under this Agreement shall be due and payable on the 15th day of October, 2020, and payments will continue as set forth hereinabove with the final payment due on July 15, 2023, unless this agreement is terminated prior to that date. CONTRACTOR will invoice County for the payments due.

VII. Charges for Services

Any billing and collection procedures used will be developed by CONTRACTOR. The County does not require nor shall it be responsible for any billing or collection for services provided to patients under this Agreement.

Service right for all 911 and non-emergency transports shall be set by the CONTRACTOR without consideration and approval from the County.

VIII. Insurance

CONTRACTOR shall procure, pay for, and maintain insurance coverage for the provision of ambulance service.

IX. Cooperation with Other EMS Providers

CONTRACTOR agrees to exchange appropriate and pertinent information with other EMS providers, including service areas, primary locations and numbers of ambulances available for immediate response, when necessary.

X. Term of Agreement

The effective date of this agreement shall be from October 1, 2020, and this contract shall terminate at midnight on September 30, 2023.

XI. Amendment and Modification

All alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this Agreement. Any alterations, additions, or deletions to the terms

Unsuccessful Resolution- If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

XIV. Notices

Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Montague County Judge
P.O. Box 475
Montague, Texas 76251

Any Notice permitted or required to be given to CONTRACTOR hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Nocona General Hospital
Hospital Administrator
100 Park Rd.
Nocona, Texas 76255

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

XV. Limitation of Liability

By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provisions of the Texas Tort Claims Act as amended.

XVI. Termination of Agreement and Renewal Provisions

Each party may terminate this Agreement by giving 180 days written notice to the other party that the terminating party does not intend to extend the contract beyond the three (3) year initial contract period.

In the event notice as set out in this paragraph is not given, then and in that event the agreement shall renew on an annual basis pursuant to the same terms contained herein.

XVII. Severability

The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.