INTERLOCAL AGREEMENT
EMERGENCY MEDICAL AMBULANCE SERVICE

THIS INTERLOCAL AGREEMENT is hereby made and entered into this _____day of _____, 2001, by and between the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation ("College Station") and BRAZOS COUNTY, TEXAS ("County"), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments (the "Parties") are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of providing Emergency Medical Ambulance Services; and

WHEREAS, College Station and County are authorized under Chapter 774 of the Texas Health & Safety Code to contract with each other to provide Emergency Medical Ambulance services; and

WHEREAS, College Station and the City of College Station have already been providing Emergency Medical Ambulance Services to the County according to the geographic areas defined as "Automatic Mutual Aid Response Districts" in the Automatic Mutual Aid Agreement between College Station and College Station; and

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

SCOPE

1. College Station shall provide Emergency Medical Ambulance Services to any person who requests it within the predetermined Automatic Aid Response District for which College Station is assigned responsibility in the Automatic Mutual Aid Agreement between College Station and Bryan. (See Exhibit "A", an attached map of the Automatic Mutual Aid Response Districts.)

2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District, which dispatches police and fire units for College Station and County.

3. College Station reserves the right to refuse to answer any call pursuant to this Agreement if the Fire Chief or his or her designee reasonably determines that the health, safety, or welfare of College Station citizens would be endangered by dispatching personnel or equipment outside of its corporate limits.

4. College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and the regulations promulgated by the Texas Department of Health and adhere to the standards set forth therein.

PAYMENTS

5. County shall pay College Station the following amounts for such Emergency Medical Ambulance Services on a quarterly basis according to the following schedule:

FY 2000-2001

Payment Due Date	Quarter for Which Payment is Made	Amount
*	October-December 2000	$15,000
*	January-March 2001	$15,000
*	April -June 2001	$15,000
*	July – September 2001	$15,000
TOTAL:		**$60,000**

* The total amount to be paid by the County to College Station for this fiscal year is $60,000. The due date for said amount, less all amounts previously paid during the fiscal year for such services, shall be *January 1, 2002.* The parties shall attempt to reconcile their accounting records of such previously paid amounts prior to *December 1, 2001.*

FY 2001-2002

Payment Due Date	Quarter for Which Payment is Made	Amount
April 1, 2002	October-December 2001	$18,750
July 1, 2002	January-March 2002	$18,750
October 1, 2002	April -June 2002	$18,750
January 1, 2003	July – September 2002	$18,750
TOTAL:		**$75,000**

FY 2002-2003

Payment Due Date	Quarter for Which Payment is Made	Amount
April 1, 2003	October-December 2002	$25,000
July 1, 2003	January-March 2003	$25,000
October 1, 2003	April -June 2003	$25,000
January 1, 2004	July – September 2003	$25,000
TOTAL:		**$100,000**

6. The County must make all payments to College Station for these services from current revenues.

7. College Station will bill the patients for Emergency Medical Ambulance Services for the services rendered in the County. The amounts billed or collected do not alter the amounts set forth in this Agreement.

TERM AND TERMINATION

8. This Agreement term shall be from October 1, 2000, and terminate at midnight on September 30, 2001. Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except that the rights and obligations of the Parties that have accrued under this Agreement prior to the date of termination shall survive.

9. This Agreement may be renewed for two (2) one-year terms (the "Renewal Terms") on the anniversary date hereof. Such Renewal Terms shall be on the identical terms and conditions set forth herein, except the annual payment amount will increase as provided in Paragraph 5 of this Agreement.

NOTICES

10. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U. S. mail to the following parties:

College Station:	**City of College Station** **P.O. Box 1000** **College Station, TX 77805** **Attn: David Giordano, Fire Chief**
County:	**Brazos County** **300 E. 26th Street, Suite 114** **College Station, Texas 77803** **Attn: Alvin Jones, County Judge**

DEFENSE OF CLAIMS

11. If any party to this contract is sued by any third party for any acts or omissions arising from the performance of this Agreement, the parties agree that the provision of emergency ambulance services is a governmental function, and that the parties will participate jointly in the defense of any such claim.

MISCELLANEOUS PROVISIONS

12. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

13. This Agreement is the entire agreement between College Station and the County relating to the provision of Emergency Medical Ambulance Services and supersedes any and all prior agreements, arrangements, or understandings, whether written or oral.

14. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.

15. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

16. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.

17. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into this 24th day of August, 2001, by and between College Station and Brazos County. This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed.

Brazos County

Alvin Jones, County Judge

ATTEST:

Karen McQueen, County Clerk

City of College Station

Lynn McIlhaney, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED AS TO FORM:

City Attorney