

EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the **CITY OF BERTRAM**, a Texas municipal corporation, hereinafter referred to as “**Bertram**”, and the **CITY OF BURNET**, a Texas municipal corporation, hereinafter referred to as “**Burnet**”.

WHEREAS, Bertram and Burnet desire to enter an interlocal agreement for emergency medical services within Bertram pursuant to Chapter 791, Tex. Gov’t Code; and

WHEREAS, Bertram desires to obtain advanced emergency medical services from Burnet and Burnet is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth;

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

- 1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the terms under which Burnet will provide emergency medical services within the incorporated limits of Bertram and to provide consideration therefore.
- 2. TERM.** The term of this Agreement is for one-year, effective on October 1, 2025, and ending September 30, 2026 (the “Term”).
- 3. SERVICES.** During the Term of this Agreement, Burnet shall respond to calls for emergency medical services and shall generally provide emergency medical services within the corporate limits of Bertram, subject to the availability of personnel and equipment. Burnet shall send the number of EMS units to each incident as it deems appropriate on a case-by-case basis and at the sole discretion of Burnet. Burnet shall perform all actions in a reasonable manner and according to the minimum acceptable level of emergency care to be provided.
- 4. POLICY MAKING AUTHORITY.** Burnet shall be solely responsible for setting policy for, managing and supervising the provision of services provided under this Agreement. Burnet shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, and Bertram shall have no control of or supervision over the employees of Burnet.
- 5. COMPLIANCE WITH LAWS.** Burnet, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.
- 6. CONSIDERATION.** Bertram agrees to pay to Burnet the sum of Forty Thousand Dollars (\$40,000.00) for the Term of this Agreement as consideration for the provision of EMS services, said amount to be paid in twelve equal monthly installments of Three Thousand Three Hundred

Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33), payable on the fifteenth (15th) day of each month. Bertram shall provide Burnet with the use of the building located at 225 East South Street, Bertram, Texas, 78605 (the "Building") for the purpose of providing EMS services under this Agreement and shall provide be responsible for maintenance and all utilities and internet services, at Bertram's sole cost and expense. Cable TV will be provided by Burnet at its' sole cost and expense.

7. INDEMNIFICATION/HOLD HARMLESS. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Burnet's own risk and, to the extent permitted by law, Burnet expressly agrees to indemnify and hold harmless Bertram and all Bertram's officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from, arise out of, or are in any way connected with the services to be performed by Burnet under this Agreement. Burnet shall keep and maintain liability insurance, or risk pool coverage, in effect during the Term of this Agreement to provide coverage and protection for its officers and employees. This paragraph assigns civil liability pursuant to Section 791.006(a-1), Tex. Gov't Code, which is different than liability otherwise assigned under Section 791.006(a), Tex. Gov't Code.

8. TERMINATION. Either party to this Agreement shall have the right, in such party's sole discretion and at such party's sole option, to terminate this Agreement at any time by notifying the other party in writing, with ninety (90) days' notice prior to termination. Bertram shall be obligated to pay Burnet for any emergency medical services provided under this Agreement through the date of termination on a pro-rata basis, and Burnet shall refund a pro-rata share of any payment previously paid by Bertram for services to be rendered after the termination date of this Agreement.

9. NOTICE AND CONTRACT ADMINISTRATION. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY OF BURNET
Attn: City Manager
P.O. Box 1369
Burnet, TX 78611

CITY OF BERTRAM
Attn: Mayor
110 E. Vaughan St.
Bertram, TX 78605

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

10. ENTIRE AGREEMENT. This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

11. CURRENT REVENUES. Each party shall satisfy the party's respective financial obligations under this Agreement from current revenue funds.

12. APPROPRIATIONS. Notwithstanding any provision contained herein, the financial obligations of Burnet contained herein are subject to and contingent upon appropriations by the Burnet City Council of such funds or other revenues being available, received and appropriated by Burnet in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of Burnet. Notwithstanding any provision contained herein, the financial obligations of Bertram contained herein are subject to and contingent upon appropriations by the Bertram City Council of such funds or other revenues being available, received and appropriated by Bertram in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of Bertram.

13. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party nor to create any legal rights or claim on behalf of any third party. No party hereto waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

14. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be deemed create any legal rights or claims, contractual or otherwise, on behalf of any third party.

15. NO JOINT VENTURE, AGENCY, JOINT ENTERPRISE. This Agreement shall not be construed to establish a partnership, joint venture, agency, (except as expressly stated herein) or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees, and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

16. QUALITY OF SERVICE. Except as specifically provided herein for and with respect to any contracted service, nothing in this Agreement is intended to nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. To the extent not inconsistent with the specific terms hereof, and subject to the rights of each party, the level and quality of services to be provided by each party pursuant to this Agreement shall be established by the budgets adopted by Burnet and Bertram.

17. AMENDMENTS AND MODIFICATIONS. This Agreement may not be amended or modified except by written amendment executed by Burnet and Bertram and authorized by their respective governing bodies.

18. ASSIGNMENT. No party shall assign this Agreement without the written consent of the

other party.

19. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

20. TEXAS LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Burnet County, Texas. Venue shall lie exclusively in Burnet County, Texas.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized.

ATTEST:

CITY OF BERTRAM, TEXAS

By: _____
Name: Georgina Hernandez
Title: City Secretary

By: _____
Name: Mike Dickinson
Title: Mayor

Date: _____

ATTEST:

CITY OF BURNET, TEXAS

By: _____
Name: Maria Gonzales
Title: City Secretary

By: _____
Name: Gary Wideman
Title: Mayor

Date: _____