

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WYLIE, TEXAS
AND THE TOWN OF SAINT PAUL, TEXAS
(Emergency Medical Transport Services)**

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2024, by and between the City of Wylie, Texas, a home-rule municipality ("Wylie"), and the Town of Saint Paul, Texas, a Type A General Law municipal corporation ("Saint Paul"). Wylie and Saint Paul are at times each referred to herein as a "party" or collectively the "parties."

WHEREAS, Saint Paul is a Type A General Law municipal corporation, duly organized and operating under the laws of the State of Texas, and engaged in the administration of local government and related services for the benefit of the citizens of Saint Paul; and

WHEREAS, Wylie is a home-rule municipality, duly organized and operating under the laws of the State of Texas, and engaged in the provision of fire protection, emergency medical services ("EMS"), and other related services for the benefit of the citizens of Wylie; and

WHEREAS, Saint Paul has requested that Wylie provide EMS Medical Transport services to the citizens of Saint Paul, and Wylie has agreed to provide such services subject to the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of EMS Transport services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, each party is capable of performing the services provided for in this Agreement, and each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party. All payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, Wylie and Saint Paul mutually agree to the following:

1. Services Provided. Wylie will provide twenty-four (24) hour EMS transport services within the municipal boundaries of Saint Paul, the area of which is generally depicted in Exhibit A, which is attached hereto and hereinafter made a part of this Agreement (collectively, the "Services"). Services shall include but are not limited to providing Advanced Life Support Emergency Medical Services to persons and property located within the municipal boundaries of Saint Paul and special districts under contract with Saint Paul for fire and emergency medical services. The Services shall include but are not limited to:

- a) Ambulance Transport: The core service provided would be Advanced Life Support Ambulance transport, including emergency and non-emergency transportation.
- b) Emergency Medical Care: Emergency medical care by trained medical personnel, including paramedics and emergency medical technicians (EMTs).

- c) **Ambulance dispatch services:** Coordinate emergency ambulance response through the Wylie public safety communications center to ensure timely deployment of ambulances in emergencies.
- d) **Emergency communications and Emergency Medical Dispatching Services (EMD)** when the caller is transferred to the Wylie Public Safety Communications Center
- e) **EMS advisory, planning, and coordination** with Saint Paul for special events will be separate from this Agreement. Staffing and personnel from Wylie Fire Rescue for special events will also be individual and are not subject to this Agreement.
- f) **Billing and Insurance Services:** Wylie will handle billing and insurance claims related to ambulance services and ensure that costs are appropriately covered and reimbursed.
- g) **Quality assurance and improvement** include monitoring and evaluating ambulance services to ensure quality care delivery and continuous improvement.
- h) **Compliance and Regulatory Support:** This includes assistance with complying with local, state, and federal regulations governing ambulance services and emergency medical care.

2. **Performance of Services.** Services shall not be arbitrarily withheld, but the parties understand that unforeseen circumstances may prevent Wylie from providing Services at a particular time. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and Saint Paul. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine the priorities for dispatching and using equipment and personnel. Saint Paul understands that the availability of Wylie Fire Department Fire / EMS units will be subject to the demands within Wylie, which will, in all cases, take priority, as well as other existing interlocal and mutual aid agreements. When units from Wylie are unavailable or have an anticipated delayed response time, Wylie will use its best efforts to contact an alternate or auxiliary service provider to provide services to Saint Paul. In such an event, Saint Paul shall be solely responsible for paying any costs or fees assessed by any alternate or auxiliary service provider.

This Agreement shall not obligate Wylie to construct or keep any facilities, equipment, or personnel within the contracted service area or to designate, reserve, or devote all or part of Wylie's facilities, equipment, or personnel exclusively to or for the use of Saint Paul in carrying out this Agreement.

Saint Paul shall be solely responsible for providing Wylie with a current town map and updating it as necessary to reflect new residents or the addition of new territory. This Agreement may be terminated or renegotiated at Wylie's discretion if Saint Paul annexes additional territory into its corporate limits.

3. **Term.** The term of this Agreement shall commence on October 1, 2024, and end on September 30, 2025 (the "**Primary Term**") unless terminated earlier by this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for four (4) successive 12-month periods (the "**Renewal Terms**") unless terminated earlier by either party by this Agreement.

4. **Payment for Services.**

In consideration of Wylie providing the Services under this Agreement, Saint Paul shall compensate Wylie in an amount to be assessed by using the following formula: (See **Exhibit B**, attached hereto and hereinafter made a part of this Agreement)

- a) Quarterly payments. Saint Paul shall make quarterly payments to Wylie. Saint Paul will process payment for the amounts due to Wylie within thirty (30) calendar days of receipt of each invoice sent by Wylie. Wylie shall be compensated pro rata for all services performed up to and including the termination date.
- b) In January, Wylie will tabulate the total number of ambulance calls for service for the previous year for the entire contracted service area. The total ambulance call volume tabulated will exclude mutual aid calls for assistance.
- c) Wylie will determine the percentage of calls for each agency within the EMS system's contracted service areas, including the City of Wylie, Collin County, the City of Parker, the City of Lavon, and the Town of Saint Paul.
- d) Wylie will determine the total cost of EMS program expenditures for the previous fiscal year. This includes all expenses of EMS personnel, equipment, and supplies.
- e) Wylie will determine the total patient revenue collected from ambulance calls for the previous fiscal year and provide a revenue projection for year one.
- f) Budget estimates for the next fiscal year will be provided to Saint Paul by April 1st of each year.
- g) Wylie will calculate the fee to be assessed on each jurisdiction within the total contracted service area by using the following formula: (See Exhibit B, attached hereto and hereinafter made a part of this Agreement)
 - i. $\text{Wylie Total Fiscal EMS Budget (minus) Total Patient Billing Revenues} = \text{Total Balance}$
 - ii. Saint Paul calls for Service to determine the percental of calls that occurred in Saint Paul divided by total contracted service area ambulance responses. (For example, if there are 10 total Saint Paul calls and 200 total Wylie calls, the calculation should be $10/200 = 0.05$ or 5%).
 - iii. Total Balance (times) the percentage of calls in Saint Paul to determine the base cost to Saint Paul
 - iv. Base Cost to Lavon (times) ten percent (10%) Wylie Administrative fee

5. Patient Charges. Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and expenses from persons to whom Services are provided under this Agreement ("Patients"). Wylie shall have sole discretion over the amount of any such charges or expenses imposed on Patients. Saint Paul shall have no authority over or responsibility for any Patient billing or collection activities for Services provided by Wylie under this Agreement. The Patient charges and expenses billed and/or collected by Wylie shall be in addition to, and shall not affect, Saint Paul's obligation to pay Wylie the amounts due under this Agreement.

6. **Failure to Pay.** If Saint Paul fails to pay any amounts due to Wylie under this Agreement fully, such failure shall constitute a default ("Default"). In the event of a Default, and in its sole discretion, Wylie is entitled to terminate this Agreement by providing Saint Paul written notice of its intent to terminate. In addition, Wylie may seek all other remedies available to it under the law.

7. **Termination.** Either party may terminate this Agreement by providing the other party written notice of termination at least ninety (90) days before the anticipated date of termination; or upon mutual agreement or termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice. In the event of termination, Wylie shall be compensated pro rata for all Services performed to the termination date. In the event of termination, should Wylie be over-compensated on a pro-rata basis for all Services performed to the termination date, Saint Paul shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

8. **Governmental Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign, and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

9. **Indemnity.** Pursuant to Section 791.006(a) of the Texas Government Code, as amended, each party shall be solely responsible for any civil liability arising from furnishing or obtaining the Services contemplated herein as fully and to the same extent as that party would have been responsible for in the absence of this Agreement. The parties understand and agree that if Wylie does not furnish personnel, equipment, or services to Saint Paul after being notified of the need for such Services, Wylie shall not be liable to Saint Paul in damages or otherwise for the failure to furnish the same provided that Wylie used its best efforts to contact an alternate or auxiliary service provider to provide Services to Saint Paul.

Saint Paul agrees that the acts or omissions of any person dispatched by Wylie according to this Agreement, traveling to or from said calls, or in any manner furnishing Services to Saint Paul outside the city limits of Wylie, shall be considered to be the acts and agents of Saint Paul in all respects, notwithstanding that such person may be a regular employee or independent contractor of Wylie.

TO THE EXTENT ALLOWED BY LAW, SAINT PAUL SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE INTENTIONAL OR NEGLIGENT ACTS AND/OR OMISSIONS OF SAINT PAUL, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES, AND REGARDLESS OF THE JOINT OR CONCURRENT

NEGLIGENCE OF WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Independent Contractor.** Except as otherwise expressly provided herein, Saint Paul and Wylie agree and acknowledge that each entity is not an agent of the other and is responsible for its acts, forbearance, negligence, and deeds and those of its agents or employees in conjunction with the performance of work covered under this Agreement.

11. **Venue and Governing Law.** This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement is performable in Collin County, Texas. Both parties agree that the venue shall be in Collin County, Texas.

12. **Entire Agreement.** This Agreement represents the entire and integrated agreement between Saint Paul and Wylie and supersedes all prior negotiations, representations, and/or written or oral agreements. It may be amended only by a written instrument duly executed by both parties.

13. **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, either party may terminate this Agreement by giving the other party fifteen (15) days' written notice of its intent to terminate.

14. **Assignment.** This Agreement is not assignable.

15. **Legal Construction.** This is a negotiated agreement; should any part of this Agreement be in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

16. **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; facsimile, electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via a hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of identical to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the addressee's address. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, address to it at:

City of Wylie, Texas
Attention: Brent Parker, City Manager
300 Country Club Road, Suite 100
Wylie, Texas 75098
Telephone: (972) 516-6100
Facsimile:
Email: brent.parker@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4040
Email:

If to Saint Paul, addressed to it at:

Town of Saint Paul, Texas
Attention: Scott Albert, Town Administrator
2505 Butscher's Block
Saint Paul, Texas 75098
Telephone: 972-442-7212
Email: townhall@stpaultexas.us

With a copy to:

Robert L. Dillard
500 N. Akard, Suite 1800
Dallas, Texas 75201
Telephone: (214) 665-3336
Email:

17. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

18. Waiver. A waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

19. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

20. Cooperative Purchasing. This Agreement will allow for a cooperative purchasing program between the parties, allowing each party to purchase goods and services under each other's competitively bid contracts under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The City Manager, Mayor, or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery. Either party may terminate this portion of the agreement by providing the other party thirty (30) days prior written notice.

21. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective undersigned, duly authorized representatives.

CITY OF WYLIE, TEXAS,
a Home-Rule Municipality

By: _____
Name Brent Parker
Title: City Manager
Date: _____

TOWN OF SAINT PAUL, TEXAS,
a Type A Municipal Corporation

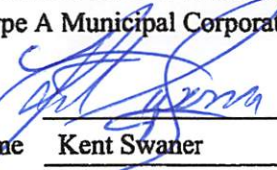
By:  _____
Name Kent Swanner
Title: Mayor
Date: 8-12-24

EXHIBIT A - BOUNDARY MAP

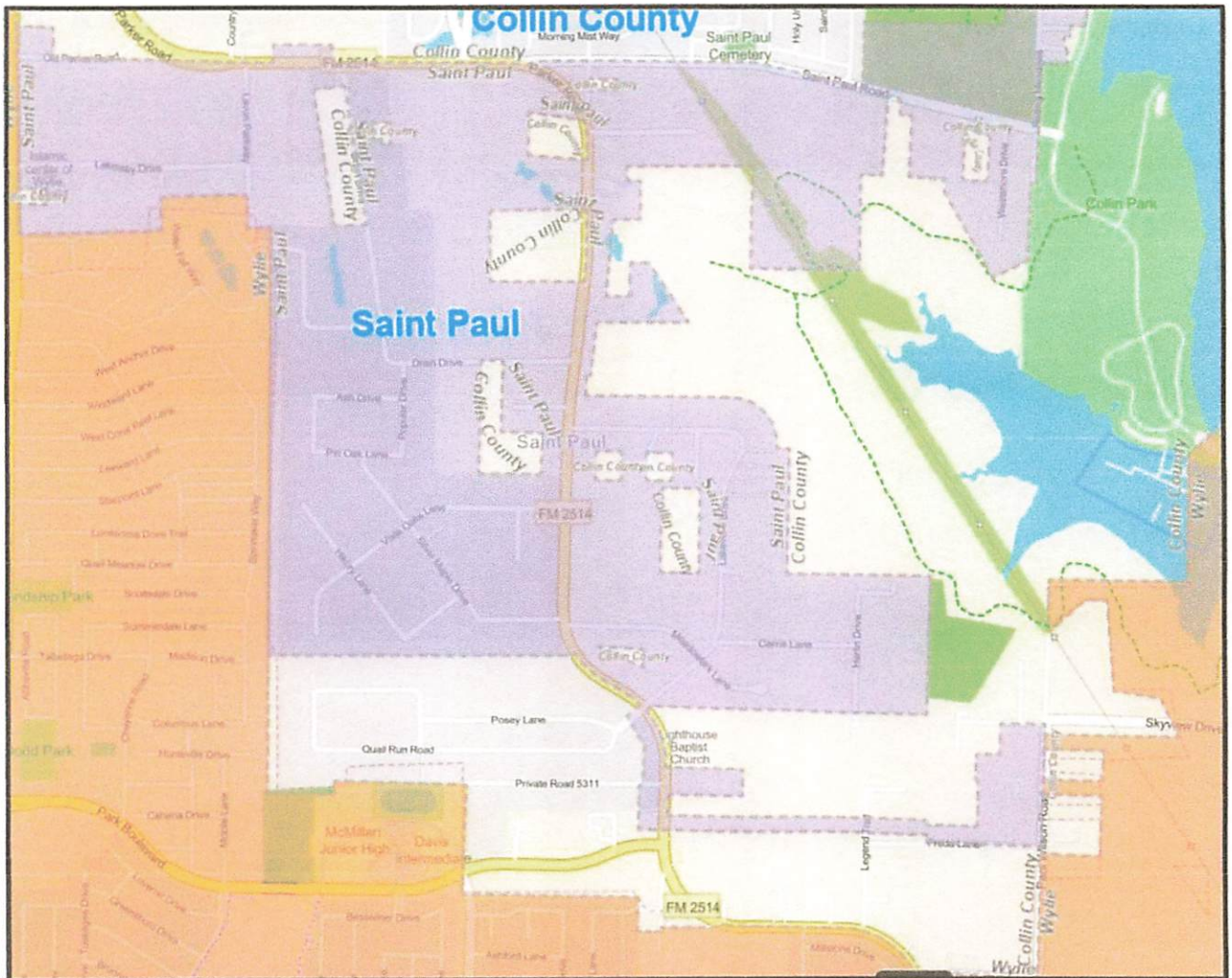


EXHIBIT B
COMPENSATION METHODOLOGY

FY2024-2025 FINAL ESTIMATE
EMS AMBULANCE TRANSPORT SERVICES
TOWN OF SAINT PAUL

TOWN OF ST. PAUL

Total WFR Annual EMS Budget	\$2,781,738.88
Total Projected Revenues	\$1,250,000.00
Balance (Expenditures minus Projected Revenue	\$1,531,738.88
Total Wylie EMS System Scene Arrivals (2023)	4,796
Total Calls in St. Paul Jurisdiction	84
Percent of Total Ambulance Scene Arrivals	1.75%
Total Cost (% of Calls x Balance)	\$26,805.43
10% City of Wylie Administrative Fee	10.00%
Total Cost to St. Paul (Amount Due FY24-25)	\$29,485.97