

**CITY OF COLLEGE STATION AND COLLEGE STATION ISD
INTERLOCAL AGREEMENT FOR STANDBY AMBULANCE SERVICE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into by and between the **CITY OF COLLEGE STATION** a Texas Home Rule Municipal Corporation, (“City”), and the **COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**, a Texas Local Government (“CSISD”) each acting by and through its duly authorized agents (“Parties”).

WHEREAS, Chapter 791 of the **TEXAS GOVERNMENT CODE**, also known as the **INTERLOCAL COOPERATION ACT**, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the Parties have sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, the College Station Fire Department is a City of College Station department providing fire, rescue, and emergency medical services to the community; and

WHEREAS, it is in the best interest of the Parties, citizens, and CSISD students for the City to provide emergency medical services according to this Agreement;

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the City and CSISD to be respectively kept and performed, the Parties hereby mutually agree as follows:

ARTICLE I - MISSION AND PURPOSE

1.1 This Agreement’s mission and purpose is for the City to provide a standby ambulance for emergency medical services to CSISD students, staff and visitors at UIL athletic events at CSISD facilities.

ARTICLE II - TERM AND TERMINATION

2.1 Term. The initial Agreement term is for one (1) year beginning August 1, 2020 and continuing through July 31, 2020. The parties have the option to renew this Agreement in writing for two (2) additional one (1)-year terms for a total of three (3) years.

2.2 Termination. The Parties may terminate this Agreement by providing sixty (60) days written notice. In the event of termination, the City will be paid for all services performed through the date the services were last provided.

ARTICLE III – CITY’S RESPONSIBILITIES

3.1 The City shall assign one ambulance staffed with at least two (2) emergency medical services personnel at:

- a. All CSISD home football games
- b. All CSISD playoff games held at CSISD facilities
- c. All visiting games held at CSISD facilities
- d. Any other CSISD activities as agreed upon in writing by CSISD and the City.

3.2 The City in its sole discretion may not provide a standby ambulance if there is an emergency requiring the City to respond or an event or situation the City requires the personnel or the ambulance to respond to calls for service.

ARTICLE IV - CHARGES FOR SERVICES

4.1 **Hourly Fee.** The City's hourly fee is \$100 per hour for emergency medical services. The City's hourly fee begins when the ambulance leaves the station and ends when the ambulance returns to the station. Charges are estimated at no less than \$500 per game or activity.

4.2 **Invoices.** The City will invoice CSISD monthly for all charges for the preceding month. CSISD will pay the City's invoice within thirty (30) days of receipt.

4.3 **Charges for Medical Care.** The City will send a bill to any person receiving emergency medical service arising out of this Agreement.

ARTICLE V – GENERAL TERMS

5.1 **Interlocal Cooperation Act.** Each Party to this Agreement is a local government as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas. No separate legal entity is created by this Agreement.

5.2 **Amendment.** The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved, and signed by the authorized representatives of both Parties.

5.3 **Hold Harmless.** To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents, employees or volunteers, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omissions of

their employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

5.4 Notices. Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient communication.

COLLEGE STATION

City Manager
PO Box 9960
1101 Texas Avenue
College Station, TX 77842
Tel:(979) 764-2510
Fax:(979) 764-6377

CSISD:

Superintendent
1812 Welsh Street
College Station, TX 77840
Tel: (979) 764-5455
Fax:(979) 764-5492

5.5 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be amended or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

5.6 Texas Law. This agreement has been made under and shall be governed by the laws of the State of Texas.

5.7 Venue. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

5.8 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

5.9 Assignment. This agreement and the rights and obligations contained herein may not be assigned by any Party without prior written approval of the other Party to this agreement.

5.10 Multiple Originals. 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.

5.11 Effective Date. This Agreement is effective when signed by the last party signing, thereby making the Agreement fully executed.

**COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT**

By: _____
Superintendent
Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____