



**City of Alpine**  
**SPECIAL CITY COUNCIL MEETING**  
**803 W. Holland Avenue, Alpine, Texas 79830**  
**Tuesday, December 21, 2021 - 5:30 P.M.**

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Notice is hereby given that the City Council of the City of Alpine, Texas will hold a regular meeting at 5:30 P.M. on December 21, 2021 in City Council Chambers, at 803 West Holland Avenue, in the City of Alpine, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (Government Code Sec. 551.043). **PUBLIC NOTICE – THE USE OF CELLULAR PHONES AND ELECTRONIC EQUIPMENT IS PROHIBITED IN THE CITY COUNCIL CHAMBERS DURING MEETINGS OF THE CITY COUNCIL EXCEPT FOR PURPOSES EXPLICITLY AUTHORIZED BY STATE LAW (TEXAS GOVERNMENT CODE SEC. 551.023).** This meeting will be conducted in accordance with the official Rules of Decorum for City Council Meetings available at [www.cityofalpine.com/decorum](http://www.cityofalpine.com/decorum). Public Comments are limited to the Public Comment and Public Hearing section of the agenda. Individuals who wish to address the City Council may do so by completing a Public Comment Card and by placing the completed card on the City Secretary’s desk not later than five minutes before commencement of the meeting. The Public Comment Card may also be completed online at [www.cityofalpine.com/councilcomments](http://www.cityofalpine.com/councilcomments). A Public Comment Card is not required for speakers who wish to comment on a Public Hearing item. When speakers are acknowledged, please approach the microphone at the podium and state your name and Ward for the record. Public Comments are limited to 3 minutes per person, and a bell will signal the end of each speaker’s time. Please conclude speaker comments promptly when the bell rings. State law generally prohibits the Council from discussing or taking any action on any issue not included on the agenda, but if appropriate, the Council may schedule the topic for future discussion or refer the matter to staff. **NO PERSONAL ATTACKS ON COUNCIL MEMBERS OR CITY STAFF WILL BE ALLOWED.** The Mayor and/or City Council Members may call a Point of Order to stop Personal Attacks. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred.

## AGENDA

1. Call to Order.
2. Determination of a Quorum and Proof of Notice of the Meeting.
3. Public Comments – (limited to 3 minutes per person)
4. Presentation, Recognitions, and Proclamations – None.
5. Reports – None.

City Mayor Report

City Attorney Report

City Manager Report

City Staff Update

6. Public Hearings – None.
7. Consent Agenda – (Minutes, Financial reports, Department written reports, board appointments, etc.)  
Notice to the Public – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote – None.
8. Information or Discussion Items – None.
9. Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable. (Action items limited to 10 per meeting).
  1. Approve Emergency Resolution 2021-12-09, a resolution implementing emergency measures to ensure the continuance of emergency medical services to protect the public health and safety of the residents of Alpine (M. Antrim, Interim City Manager)
10. City Council Member Comments – No discussion or action may take place.

**NOTICE:** The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

**11. Executive Session** – None.

**12. Action – Executive Session** – None.

**13. Adjourn.**

### CERTIFICATION

I, Geoffrey R. Calderon, hereby certify that this notice was posted at City Hall, a convenient and readily accessible place to the general public and to the City website at [www.cityofalpine.com](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted at 2:00 P.M. on December 17, 2021, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting. This facility is wheelchair accessible and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email [city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us) for further information.

  
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Geoffrey R. Calderon, City Secretary





## CITY COUNCIL

### MEETING AGENDA ITEM COVER MEMO

DECEMBER 21 , 2021

To: Mayor and City Council

Agenda Item: Action Item 1 – Resolution 2021-12-09

Submitted By: Megan Antrim, Interim City Manager

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### SYNOPSIS

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Approve Resolution 2021-12-09, a resolution implementing emergency measures to ensure the continuance of emergency medical services to protect the public health and safety of the residents of Alpine (M. Antrim, Interim City Manager)

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### BACKGROUND

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- The City has received notification that West Texas Ambulance Service – Alpine EMS will cease operations as of December 31, 2021.
- The City, County, Hospital District, and other stakeholders will be working towards a long term solution to resolve this issue.
- Terlingua EMS has offered to assist Northern Brewster County during this transitional time, and is currently considering a 120-day contract to provide interim EMS service.
- During the 120-day period, a task force will be assembled between local government entities to work towards a long term solution.

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### SUPPORTING MATERIALS

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1. Resolution 2021-12-09, including Exhibit “A,” Emergency Medical Services Agreement.

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### STAFF RECOMMENDATION

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**APPROVE:** The Resolution, including the Emergency Medical Services Agreement, is a critical step towards a long term solution to provide the residents of Alpine and Northern Brewster County Emergency Medical Services.

Interim City Manager

Megan Antrim

**STATE OF TEXAS  
CITY OF ALPINE**

**COUNTY OF BREWSTER**

**RESOLUTION 2021-12-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE TEXAS IMPLEMENTING MEASURES TO ENSURE THE CONTINUANCE OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO PROTECT THE PUBLIC HEALTH AND SAFETY OF THE RESIDENTS OF ALPINE.**

**WHEREAS**, on September 3, 2019, the City of Alpine extended Emergency Medical Services (Ambulance Service) by Resolution 2019-09-06 by contracting with West Texas Ambulance Services (WTAS); and

**WHEREAS**, West Texas Ambulance Services (WTAS) provided continued services to the residents of Alpine and Brewster County including following the state of disaster requirements for emergency measures to be taken pursuant to the Executive Order of the Governor Relating to Emergency Management, Centers for Disease Control and Prevention guidelines, and federal mandates established due to the Covid 19 Pandemic; and

**WHEREAS**, effective December 31, 2021, West Texas Ambulance Service will no longer be in service due to the loss of Director, Michael Scudder; an

**WHEREAS**, the City of Alpine feels it is in the best interest of residents to engage in services with Terlingua EMS for 120 days (Effective January 1, 2022) in order to provide continued emergency services (ambulance services); and

**WHEREAS**, Chapter 252 Section 022 (a)(2) of the Local Government Code allows a city to forego the competitive bidding procedures when making a purchase that is necessary to preserve or protect the public health or safety of the city's residents.

**WHEREAS**, the City of Alpine will be contracting services to continue to protect public health and safety of the City's citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS THAT:**

1. The contract attached hereto as Exhibit "A" between the City of Alpine and Terlingua EMS is hereby approved.
2. The City hereby designates Megan Antrim, Interim City Manager, as City representative on any Emergency Services task force.

**PASSED AND ADOPTED THIS 21<sup>ST</sup> DAY OF DECEMBER 2021 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

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Andres “Andy” Ramos, Mayor

**ATTEST:**

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Geoffrey R. Calderon, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rod Ponton, City Attorney

## EXHIBIT "A"

### AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES TO CITY OF ALPINE, TEXAS

#### RECITALS

**WHEREAS, City of Alpine, Texas** a home-rule city organized, existing, and operating pursuant to the Constitution and laws of the State of Texas by and through its governing body (also referred to as the "**City**" herein), and **Terlingua EMS**, organized under the laws of the State of Texas and is authorized to do business in Texas, and exists for the purposes of providing emergency medical care and ambulance service:

**WHEREAS**, as a municipality, the City may establish standards for an emergency medical services provider as per *Tex. Health & Safety Code §773.051*.

**WHEREAS**, Terlingua EMS is willing to provide the services in accordance with the specifications outlined in this Agreement for one hundred and twenty days (120) for the costs reflected in **IX - COMPENSATION** and incorporated herein by reference; and

**THEREFORE**, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

#### I.

##### PURPOSE OF THE AGREEMENT

The purpose of this Agreement ("Agreement") is to state the terms and conditions under which Terlingua EMS will furnish emergency medical care and ambulance services in the City of Alpine, Texas.

#### II.

##### SERVICES PROVIDED

Terlingua shall furnish to the City emergency medical care and ambulance services as follows and pursuant to the terms and conditions set forth below:

- A. To provide emergency medical care and ambulance services (hereinafter referred to as "services") to persons located within the City and the City's extraterritorial jurisdiction ("service area") as depicted on the map attached thereto as **Exhibit "B"** for transportation to Big Bend Regional Medical Center in Alpine, Texas.
- B. To provide such services continuously, twenty four (24) hours per day, seven (7) days per week, for one hundred and twenty days (120).
- C. To provide personnel trained and certified by the Texas Department of State Health Services ("TDSHS"), in accordance with State law and TDSHS regulations as they exist or as they may be amended, to perform the services required under this Agreement. Terlingua EMS shall make available to the City, on reasonable request, documentation reflecting that all personnel providing medical care services possess current licenses with TDSHS for providing emergency medical services. Terlingua EMS, in performing the services under this Agreement, shall provide all equipment, supplies and vehicles necessary to provide for such services, except for equipment provided for Terlingua EMS use by the City. Terlingua EMS shall furnish, maintain and repair, all its expense, all equipment including, but not limited to, capital outlay items, used in connection with such service, furnish all of such equipment at its own cost and expense, keep and maintain such equipment under approved certification by the State of Texas and be responsible for providing adequate and safe emergency ambulance service.
- D. At a minimum, such services shall consist of the following:
  1. Two (2) certified ambulances within the service area that shall be maintained in clean, sanitary and good mechanical condition at all times in compliance with any applicable State or Federal standards for ambulances.
  2. The two (2) certified ambulances must be equipped for ALS capabilities for the applicable on duty teams.
  3. Each ambulance shall carry all equipment and supplies required by TDSHS for Basic Life Support with Mobile Intensive Care Unit (BLS with MICU) capabilities.
  4. Two (2) teams with two (2) TDSHS certified personnel (ECA, EMT, EMT-1, EMT-P, or LP) shall be assigned on duty 24 hours per day, 7 days per week. All full time employees shall live in Alpine. Part time employees are acceptable to live out of town.
  5. The ambulances shall be equipped with equipment and supplies as required by the TDSHS and approved by the service Medical Director and must be available on both ambulances.

Terlingua EMS agrees to retain required personnel and alternate vehicles sufficient to comply with this obligation. Terlingua EMS agrees to retain such personnel and alternate vehicles sufficient to comply with this obligation. Terlingua EMS shall provide



or arrange for reasonable housing for the ambulances and office space. Terlingua EMS shall utilize available space at the AVFD Station #2 to house two (2) certified and operational reserve ambulances. Terlingua EMS shall notify the City of the locations where EMS equipment and vehicles are stationed at their request.

- E. Terlingua EMS shall provide in the performance of services: (1) Licensed drivers trained in emergency vehicle operation. (2) sufficient personnel capable of performing the operations required to fulfill the purpose of this Agreement, and (3) necessary WTAS communications equipment. Terlingua EMS shall provide such other equipment as is necessary to operate and provide emergency medical services to City residents utilizing two fully-staffed and equipped vehicles, including medical supplies, facilities, uniforms, and such other related materials and equipment.
- F. Terlingua EMS agrees to perform or have performed adequate periodic maintenance and/or repairs to vehicles and equipment used in rendering the services provided under this Agreement to insure safe and proper operation of said vehicles and equipment. Such periodic maintenance shall be documented by the person(s) performing the maintenance, which shall include preventative maintenance as is reasonable and or as suggested by the manufacturer of such vehicles and equipment.
- G. Terlingua EMS will have the sole responsibility of paying the salaries and all other expenses relating to each of its employees. Terlingua EMS shall be solely responsible for deducting and withholding such amounts from its employees' paychecks as is necessary to comply with all state and federal laws and regulations. The parties agree that in no event shall the City be responsible for any fines, penalties or other money claims or damages resulting from Terlingua EMS employment practices. Terlingua EMS shall also provide Workers' Compensation insurance coverage for its employees meeting the statutory limits prescribed by the laws of the State of Texas. Terlingua EMS shall not discriminate in its hiring practices, and shall comply with all applicable provisions of federal, state and local laws and regulations that prohibit discrimination.
- H. Terlingua EMS shall not contract with other entities to provide emergency services to areas outside the City without the consent of the City, save and except for those mutual assistance and or mutual aid agreements described in Section III below. Such consent by the City will not be unreasonably withheld so long as there exists ample evidence such additional emergency services to other areas will not compromise or detrimentally affect the quality of the emergency medical services provided to the City.
- I. The City Police receiving and dispatching service facilities shall be available and may be used by Terlingua EMS to receive and dispatch ambulance calls at

no charge to Terlingua EMS during the term of this agreement in order to aid, assist and expedite such service and in the interest of the health, safety and general welfare of the residents in the service area.

### **III.**

#### **COOPERATION WITH OTHER PROVIDERS**

Terlingua EMS agrees that it shall provide mutual assistance, as that term is ordinarily defined in emergency medical services trade practice, to adjoining EMS systems, as reasonable and necessary. Any such agreements shall be in written form and shall state the respective parties' obligations, rights, duties and liabilities. Terlingua EMS shall make available to the City all mutual aid mutual assistance agreements with third parties to the City for its review and inspection upon reasonable advance notice. Terlingua EMS shall notify the City in writing should it enter into additional mutual aid mutual assistance agreements subsequent to the commencement date of this Agreement. Any standby and/or special events coverage provided by Terlingua EMS and requested by third-parties shall be paid for by the third-party requester and not from funds provided by the City.

### **IV.**

#### **EMPLOYEES OF TERLINGUA EMS**

It is agreed and understood by the parties hereto that any services performed by Terlingua EMS shall be performed under the terms of this Agreement and for such purposes is and shall be an independent contractor. For purposes of this Agreement, all personnel utilized by Terlingua EMS in performing the services set forth in this Agreement will be considered to be employees of Terlingua EMS and will at all times be subject to the direct and sole supervision and control of Terlingua EMS. Under no circumstance shall either party to this Agreement be deemed an employee of the other, nor shall either party act as an agent for the other party. Terlingua EMS shall pay its employees, collect all bills without any reliance on the City to collect same. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed either expressly or implied a joint venture or partnership, it being understood this Agreement constitutes an arms-length contractual relationship between the parties, and nothing more. Terlingua EMS shall be solely and completely responsible for the provision of emergency medical services and shall be the exclusive provider to the City. Terlingua EMS shall exercise its sole discretion in the selection and manner of employment of all qualified persons providing emergency medical services, (including Terlingua EMS Medical Director) pursuant to this Agreement.

**V.**

**COMPLIANCE WITH ALL APPLICABLE STATUTES,  
ORDINANCES AND REGULATIONS**

Terlingua EMS hereby represents and warrants that at all times during the term of this Agreement it will remain in compliance with the applicable provisions of Chapter 773, Texas Health and Safety Code as amended or as may be amended in the future, and all such other state and federal laws, codes, rules, regulations, and ordinances that may be applicable to the services contemplated herein. Should Terlingua EMS be notified and/or determine that it is in violation of any such statutory provision, regulation, rule or ordinance, Terlingua EMS shall advise the City of such alleged violation and thereafter Terlingua EMS shall immediately take such actions necessary to correct or cure such alleged violation(s). In no event shall such violation continue for a period exceeding thirty (30) days. Terlingua EMS agrees that it shall be solely responsible for monitoring compliance with state and federal laws, rules and regulations pertaining to the delivery of emergency medical services.

Terlingua EMS shall report to the City any remedial measures undertaken to cure any such violations. Should Terlingua EMS be unable or refuse to take action necessary to comply with any provision of any applicable state or federal law, rule or regulation, or to cure any alleged violation within thirty (30) days of notice, then in such event the City, at its sole option, may terminate this Agreement effective on the date the City gives written notice to Terlingua of such termination. Terlingua further represents that it is duly organized and validly existing in good standing under the laws of the State of Texas, is duly authorized and duly licensed and/or certified by the Texas Department of State Health Services to provide emergency services, and has the power and authority to transact the business and perform the services contemplated by this Agreement.

**VI.**

**TERM**

A. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one hundred and twenty days (120).

**VII.**

**TERMINATION OF AGREEMENT**

A. Except as provided in Section V., during the term of this Agreement either party to this Agreement shall be entitled to terminate this Agreement with or without cause by giving the non-terminating party thirty (30) days written notice of its intention to do so. In such an event, the obligations of the parties pursuant to terms of this Agreement shall terminate on the 30th day, after such written notice is received by

the non-terminating party. Should the term of this Agreement be extended on a month-to-month basis following the expiration of any term as contemplated in section VI above, either party to this Agreement shall be entitled to terminate this Agreement upon thirty (30) days written notice during such month-to-month extension.

## **VIII.**

### **EMS RATES AND DUE DILIGENCE IN BILLING**

During the term of this Agreement, Terlingua EMS shall charge rates for EMS services to residents within the service area according to a rate schedule established by Terlingua EMS. Terlingua EMS agrees to use due diligence in all billing matters and shall endeavor to issue all bills for services as applicable.

## **IX.**

### **COMPENSATION**

For the services, herein, agreed to be performed by Terlingua EMS during the term of this Agreement, the City shall pay Terlingua EMS the sum of thirteen thousand, three hundred and ninety seven dollars and seventy five cents (\$13,397.75) monthly. The monthly payment shall represent the City's sole financial obligation to Terlingua EMS in exchange for services, unless the City's governing body votes to approve additional compensation to Terlingua EMS.

Said disbursements shall be made by the City at the beginning of each month and continue month-to-month for the duration of the term of said Agreement.

The City shall be obligated to pay such funds to Terlingua EMS from budgeted and available revenues during the then current fiscal year, it being intended that nothing in this Agreement shall be construed to constitute an illegal debt of the City.

## **X.**

### **REPORTS**

A. Terlingua EMS shall submit to the City one report at the end of this agreement to include:

1. Number of total calls.
2. Number of patient transports.
3. Number of no transports.
4. Average response times.
5. Amount of charges for service.
6. Other associated data for the length of the agreement.

During the term of this Agreement Terlingua EMS will keep complete books and records reflecting all costs of operation of such service under this agreement and the income received by such service as the result of charges made and subsidies furnished by each governmental entity with any reciprocal contracts. The books and records maintained by Terlingua EMS shall be made available for inspection and or audit by either entity or by both such entities, at all reasonable times during this agreement or during any renewal and or extension thereof upon request.

## XI. INDEMNITY

The City shall not be liable or responsible for and shall be saved and held harmless by Terlingua EMS and Terlingua EMS agrees to indemnify the City, its Council members, officers, agents and employees, whether sued in their official or individual capacities, from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or for damages to any property arising out of or in connection with the services performed under this Agreement. Such indemnity shall apply where the claims, losses, damages, causes of action arise in whole or in part from the negligence, intentional acts or willful and wanton acts of **Terlingua EMS** or its board members, employees, agents, contractors, and representatives.

## XII. INSURANCE

A. Terlingua EMS shall maintain insurance satisfying these minimum requirements:

Commercial general liability insurances of \$100,000.00 per occurrence combined single limit for claims resulting from bodily injury, death, or property damage.

Commercial automobile vehicular liability insurance of \$100,000.00 per occurrence combined single limit for claims resulting from bodily injury, death, or property damage.

The general liability insurance policies shall provide Terlingua EMS as named insured and the City as an additional insured, so as to provide general liability insurance coverage against claims and damages for injury or death of any person or persons and for damage to or loss of property arising out of or attributable directly or indirect to the operations or performance of services pursuant to this Agreement. Said insurance coverage shall be issued by an insurance company authorized to do business in Texas, and shall include a clause in such policy to the effect that the policy shall not be cancelled or reduced, restricted or limited until at least (10) days after Terlingua EMS and the City, as an additional insured under the policy.

has received written notice thereof. Terlingau EMS shall not cause said insurance to be cancelled nor permit said insurance to lapse during the term of this Agreement.

In addition to the above referenced general liability policy, Terlingua EMS shall purchase a policy providing Professional liability insurance covering errors and omissions and excess errors and omissions committed by the employees, officers, or agents of Terlingua EMS. All such policies may be purchased separately or in combination at the discretion of Terlingua EMS. All future policies shall be comparable in coverage and monetary limits to the coverage in effect at the time this Agreement takes effect.

B. Terlingua EMS shall have available copies upon request.

### **XIII.**

#### **DISPUTE RESOLUTION PROCESS**

- A. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof; the Parties agree to observe the following procedures ("Dispute Resolution Process").
- B. The aggrieved party shall notify the responding party of the dispute, by meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding party shall attend said meeting or respond to the writing as soon as is practicable but in no event later than five (5) business days.
- C. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem(s). The Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to effect an agreed resolution of the disputed issue(s).
- D. If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to a writing which shall constitute an amendment to this Agreement with respect to the subject matter of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matters other than the subject matter submitted to the Dispute Resolution Process.
- E. If the Parties are unable to reach a resolution of the dispute within a reasonable time following the meeting contemplated by Section C above, either party may pursue such legal and equitable remedies as are available to them under Texas law.

**XIV.**  
**MISCELLANEOUS**

A. **ASSIGNMENT.** This Agreement may not be assigned by any party unless the non-assigning party consents in writing to such assignment.

B. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in office, administrators, legal representatives, and assigns, here permitted by this Agreement.

C. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. **ENFORCEABILITY.** Neither the execution and delivery of this Agreement, nor the consummation of any of the services and transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene or materially conflict with any provisions of law, statute or regulation to which Terlingua EMS is subject to or any judgment, license, order, or permit applicable to Terlingua EMS, or any indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument to which Terlingua, EMS is a part or by which Terlingua EMS may be bound.

E. **FULL DISCLOSURE.** Terlingua EMS represents that there is no material fact that Terlingua EMS has not disclosed to the City, which could have a material adverse effect on Terlingua EMS's ability to perform its obligations and duties under this Agreement.

F. **COSTS OF ENFORCEMENT.** If either the City or Terlingua EMS institutes any proceeding against the other to enforce its rights pursuant to this Agreement. The actual and reasonable costs incurred by the prevailing party, including, but not limited to, reasonable and actual attorney's fees, and costs incurred shall be paid by the non-prevailing party as provided by law.

G. **NOTICE OF LITIGATION.** Each party shall notify the other within five (5) business days of either party first becoming aware of the filing of any litigation by or against such party or of any threatened or pending litigation, claim or other material adversarial action involving such party, which in any way, directly or indirectly, arises under or relates to this Agreement or the performance of either party's obligations hereunder. For purposes of this section, litigation shall mean a legal action brought before a court of competent jurisdiction and or any administrative agency or regulatory authority with jurisdiction over the parties or the services to be provided hereunder.

**H. ENTIRETY.** This Agreement, together with the Attachments appended hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Agreement. This Agreement may be amended or supplemented only by an instrument in writing, approved by the parties' respective governing boards and signed by an authorized representative.

**I. NOTICES.** Any and all notices and demands by any party hereto to the other part, required or desired to be given hereunder, shall be in writing and shall be validly given or made if delivered personally to an authorized representative of the other party, or if sent by overnight delivery service or certified U.S. Mail, return receipt requested.

## **XV.**

### **VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this Agreement shall be performable in Brewster County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.



**XVI.**

**ENTIRETY OF AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any representations or modifications concerning this Agreement shall be of no force or effect. Unless they are set forth in writing, approved by the parties' respective authorized representatives and signed by the parties' authorized representatives.

This Agreement is effective January 1, 2022.

Executed on this 21<sup>st</sup> day of December, 2021.

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Mayor Andres "Andy" Ramos

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Greg Henington, Terlingua EMS

**ATTEST:**

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Geoffrey R. Calderon, City Secretary