



CITY OF ALPINE
SPECIAL CITY COUNCIL MEETING
ALPINE CIVIC CENTER

801 W. Holland Avenue, Alpine, Texas 79830

Tuesday, April 26, 2022 - 6:00 P.M.

Notice is hereby given that the City Council of the City of Alpine, Texas will hold a special meeting at 6:00 P.M. on April 26, 2022, in the Alpine Civic Center, at 801 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. Public Comments are limited to agenda items only. 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 the commencement of the meeting. The Public Comment Card may also be completed online at 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 and Pledge of Allegiance to the Flag.
2. Determination of a Quorum and Proof of Notice of the Meeting.
3. Public Comments – (limited to 3 minutes per person)
4. Presentations, 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 – 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 Joint City and County Emergency Medical Services Contract with Elite Medical Air Transport, LLC, DBA Emergent Air (M. Antrim, 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 pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on April 22, 2022, 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 for further information.



Geoffrey R. Calderon, City Secretary



**AGREEMENT FOR THE PROVISION OF
EMERGENCY MEDICAL AND AMBULANCE SERVICES BETWEEN
THE CITY OF ALPINE, TEXAS, THE COUNTY OF BREWSTER, TEXAS
AND ELITE MEDICAL AIR TRANSPORT, LLC, DBA EMERGENT AIR**

WHEREAS, the City of Alpine, Texas is 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 (“City”);

WHEREAS, Brewster County, Texas is a Texas County duly organized, existing, and operating pursuant to the Constitution and laws of the State of Texas by and through its governing body (“County”);

WHEREAS, Elite Medical Air Transport, LLC, DBA Emergent Air, (“Emergent”) is a Texas limited liability company organized under the laws of the State of Texas and authorized to do business in Texas and is a duly licensed Emergency Medical Services provider as contemplated by Texas Health and Safety Code Chapter 773;

WHEREAS, as a municipality, the City may establish standards for an Emergency Medical Services provider as per Texas Health and Safety Code Section 773.051;

WHEREAS, Article III, § 64(b) of the Texas Constitution and Texas Government Code Section 791.001 *et. seq.* permit political subdivisions, such as the City and County, to contract with one another for the performance of governmental functions required or authorized by the Constitution or by statute for purposes of promoting local governmental efficiency and effectiveness; and

WHEREAS, Emergent is willing to provide the services to both the City and County in accordance with the specifications outlined in this Agreement for that service area described in Exhibit “A” to this Agreement, which is incorporated herein by reference: t.

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 Emergent will furnish Emergency Medical Services and ambulance services to the City of Alpine, Texas and North Brewster County, Texas.

II. MEDICAL SERVICES PROVIDED

Emergent shall furnish to the City and County Emergency Medical Services 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 “Emergency Medical Services” or “Services”) to persons located within the City, the City’s extraterritorial jurisdiction, and North Brewster County (the “service area”), as depicted on the map attached thereto as Exhibit “A”, for transportation to Big Bend Regional Medical Center or closest acceptable facility near Alpine, Texas. As used in this Agreement, the term “Emergency Medical Services” shall have

the same meaning and be provided as set forth in the Emergency Health Care Act, Texas Health and Safety Code Chapter 773.

B. To provide such services continuously, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, with minimum staffing consisting of no fewer than two (2) teams with two (2) TDSHS certified personnel, and as further provided herein.

III. EQUIPMENT, SERVICING AND MAINTENANCE

A. Emergent shall be responsible, at a minimum, to provide the following equipment:

1. Two (2) licensed 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. Each ambulance shall carry all equipment and supplies required by TDSHS for Basic Life Support with Mobile Intensive Care Unit (BLS with MICU) capabilities;
3. 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;
4. The ambulances shall have a City and County approved logo design; and
6. The ambulances will be equipped with and supported by adequate communications and dispatching equipment appropriate to the geographical region to be served.

Emergent agrees to retain alternate vehicles sufficient to comply with all obligations in this Agreement. Emergent shall provide or arrange for reasonable housing for the ambulances and office space. Emergent shall have the option of utilizing two bays at the AVFD Station #2 to house two (2) licensed and operational reserve ambulances for \$1,000 a month to be paid to Brewster County. Emergent may use the training room when available. Emergent shall notify the City and County of the locations where EMS equipment and vehicles are stationed at their request.

Emergent shall provide such other equipment as is necessary to operate and provide Emergency Medical Services to City/County residents utilizing two fully-staffed and equipped vehicles, including medical supplies, facilities, uniforms, and such other related materials and equipment.

B. Emergent shall uphold equipment maintenance standards as follows, and shall be subject to inspection by qualified City/Cunty representatives:

Emergent, 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 Emergent's use by the City and County. Emergent shall furnish, maintain and repair, at its expense, all equipment including, but not limited to, capital outlay items, used in connection with its Services, furnish all 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 Services.

Emergent agrees to perform or have performed adequate routine and 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 routine and 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. All mechanical, safety, and special equipment shall be subject to inspection at any reasonable time by qualified representatives of the City/County, to include routine quarterly inspections. Emergent shall maintain calibration records for all equipment requiring calibration, primarily ECG machines, glucometers, ETCO2, etc.

C. The City of Alpine Police and Brewster County receiving and dispatching service facilities shall be available and may be used by Emergent to receive and dispatch ambulance calls at no charge to Emergent during the term of this agreement in order to aid, assist and expedite Services and in the interest of the health, safety and general welfare of the residents in the service area.

IV. EMPLOYEES/STAFF OF EMERGENT

A. Emergent shall provide in the performance of services at all times: (1) Licensed drivers trained in emergency vehicle operation and (2) sufficient personnel possessing appropriate licensure and training and capable of performing the operations required to fulfill the purpose of this Agreement.

At a minimum, Emergent shall maintain a staff of two (2) teams with two (2) TDSHS certified personnel assigned on duty 24 hours per day, 7 days per week. Emergent agrees to retain such personnel sufficient to comply with this obligation.

Emergent staff on duty must wear uniforms that are professional, clean, and presentable.

All personnel must be 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. Emergent shall make available to the City and County, on reasonable request, documentation confirming that all personnel providing medical care Services possess current licenses with TDSHS for providing Emergency Medical Services. Hiring practices must include background checks for all employees. The City and County will be provided with a list of all hired employees with DSHS report for verification.

B. It is agreed and understood by the parties hereto that any services performed by Emergent 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 Emergent in performing the Services set forth in this Agreement will be considered to be employees of Emergent and will at all times be subject to the direct and sole supervision and control of Emergent. 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. Emergent shall pay its employees and collect all bills without any reliance on the City or County 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. This Agreement constitutes an arms-length contractual relationship between and among the parties. Emergent shall be solely and completely responsible for the provision of Emergency Medical Services and shall be the exclusive provider to the City/County in the service

area. Emergent shall exercise its sole discretion in the selection and manner of employment of all qualified persons providing Emergency Medical Services, (including Emergent's Medical Director) pursuant to this Agreement.

C. Emergent will have the sole responsibility of paying the salaries and benefits and all other expenses relating to each of its employees. Emergent 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 or County be responsible for any fines, penalties or other money claims or damages resulting from Emergent's employment practices. Emergent shall also provide Workers' Compensation insurance coverage for its employees meeting the statutory limits prescribed by the laws of the State of Texas. Copy of coverage shall be provided to both the County and City. Emergent 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.

V. PATIENT SATISFACTION

Emergent must implement a process for patient input, that, at a minimum, shall include the provision of patient satisfaction surveys, emailed or mailed to patients that can be returned to Emergent. The City and County may also request a copy of Emergent's Q&A policy for periodic review.

VI. COMMUNITY EDUCATION AND FUNDS

A. Emergent agrees to serve and educate the community by participation in community projects such as health fairs, health education, volunteer opportunities, or other community outreach. Both parties recognize this is not an exact or identifiable metric but agree that community involvement is an important part of the Emergency Medical Services community. Emergent shall provide such community education to the residents of the service area as is reasonable to advise such residents of the Emergency Medical Services and other health services provided by Emergent. Such community education shall be provided under the direction and control of Emergent's personnel.

B. All JRAC money received shall be deposited a special fund for training of Brewster County prehospital personnel and public education. However, Emergent may provide written request to the City/County to use JRAC funds for emergency operating expenses needed for Emergent's services provided in the service area, and the City/County may, at their discretion, authorize such use of JRAC funds by Emergent.

C. Emergent shall provide an accounting to the City and County of all JRAC money spent annually.

VII. COMMUNITY EVENTS

Emergent shall be committed to coordinating to cover events with Alpine Independent School District and Sul Ross State University. However, the cost of Emergent services to provide for community events shall be borne by the requesting entity and not the City or County.

VIII. REPORTING

A. Emergent shall submit to the City and County A WRITTEN REPORT MONTHLY FOR THE DURATION OF THE TERM OF THE AGREEMENT with the following information:

1. Total number of calls
2. Breakdown of calls (trauma versus medical)
3. Number of transports to Big Bend Regional Medical Center
4. Number of air transports directly from ambulance to aircraft
5. Number of non-transports
6. Number of DOAs
7. Number of fire response/support calls
8. Response time to scene from time of dispatch
9. Scene time
10. Transport time
11. Number of times two units are called out at the same time
12. Staffing levels
13. All other reports requested by City/County Representatives

B. Emergent shall also provide to the City/County copies of annual inspection reports conducted by DSHS.

C. Emergent will provide operational reports in person as requested by the City and County at regular scheduled meetings for term of the agreement.

IX. FINANCIAL REPORTING

A. During the term of this Agreement Emergent 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 Emergent shall be made available for inspection and/or audit by a qualified representative of either the City, the County or both entities, at all reasonable times during this agreement or during any renewal and/or extension thereof upon request.

B. During the term of this Agreement, Emergent shall charge rates for Emergency Medical Services to residents within the service area according to a rate schedule established by Emergent. Emergent agrees to use due diligence in all billing matters and shall endeavor to issue all bills for services as applicable and to collect all fees from patients, insurance, etc.

C. Emergent must provide to the City and County prompt notice of threatened/pending bankruptcy, lawsuits, or other items of material financial consequences; to include notice of any such matter that affects or may affect the ability of Emergent to perform under this Agreement.

X. COOPERATION WITH OTHER PROVIDERS/MEMORANDA OF UNDERSTANDING

Emergent 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. Emergent, within nine (9) months of the effective date of this agreement demonstrate cooperation with Terlingua Fire & EMS, Big Bend National Park, Jeff Davis EMS, Marfa EMS, Presidio EMS, Terrell County EMS, and Pecos County EMS through the execution of MOUs with each of these entities. Emergent shall make available to the City and County all mutual aid/mutual assistance agreements with third parties to the City and County for review and inspection by a qualified representative upon reasonable advance notice. Emergent shall notify the City and County 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 Emergent and requested by third parties shall be paid for by the third-party requester and not from funds provided by the City or County.

XI. CONTRACTING WITH OTHER ENTITIES

Emergent shall not contract with other entities to provide Emergency Medical Services to areas outside the service area utilizing the City- County based ambulances. Any other contracts by Emergent with other entities to provide Emergency Medical Services utilizing City- County based ambulances shall not be undertaken without the consent of the City and County, save and except for those mutual assistance and/or mutual aid agreements described in Section III below. Such consent by the City and County will not be unreasonably withheld so long as there exists ample evidence such additional Emergency Medical Services to other areas will not compromise or detrimentally affect the quality of the Emergency Medical Services provided to the City and County.

XII. COMPLIANCE WITH ALL APPLICABLE STATUTES, ORDINANCES AND REGULATIONS

A. Emergent hereby represents and warrants that at all times during the term of this Agreement (including any renewal terms) 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 Emergent be notified and/or determine that it is in violation of any such statutory provision, regulation, rule or ordinance, Emergent shall advise the City and County of such alleged violation within seven (7) days and thereafter Emergent 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. Emergent 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.

B. Emergent shall report to the City/County any remedial measures undertaken to cure any such violations of law. Should Emergent 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 or County, at its sole option, may terminate this Agreement effective on the date the City or County gives written notice to Emergent of such termination. Emergent 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 Medical Services and has the power and authority to transact the business and perform the services contemplated by this Agreement.

C. The City and/or County will coordinate to perform periodic inspections of Emergent's operations to be conducted by a qualified representative of either or both entities.

XIII. TERM

A. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until March 31, 2024 (two-year "Initial Term"). After the Initial Term, this Agreement is subject to three (3) additional renewal terms of one (1) year each, unless earlier terminated by written notice from either party in accordance with the terms of this Agreement. Each renewal term shall be on the same terms, covenants and conditions and subject to the same restrictions and exceptions herein contained. The Initial Term, and to the extent renewed and extended for additional terms, are hereafter collectively called the "Term." Emergent hereby waives any notice of termination of this Agreement upon the expiration of the Term.

B. Notwithstanding the foregoing, in the absence of such termination, and if the parties fail to enter a renewal of this Agreement or a new Agreement on or before expiration of the Term, the parties hereby agree that this Agreement will continue on a month-to-month basis to avoid a lapse of Emergency Medical Services in the City and County, until such time as the parties either renew or terminate this Agreement after the expiration of the Term. During any month-to-month continuation of this Agreement following the expiration of the Term, the parties shall honor and abide by the provisions and conditions of this Agreement. It is understood that the continuation of this Agreement for periods beyond the City and County's current fiscal year is expressly contingent upon the City and County's budgeting and making appropriations available in amounts sufficient to carry out its obligations hereunder.

XIV. TERMINATION OF AGREEMENT

A. Except as provided in the Section above, 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 one hundred twenty (120) 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 XIII 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.

B. If this Agreement is terminated by the City and/or County, as contemplated in XIV(A) above, or Emergent terminates its services, dissolves or otherwise ceases to provide EMS services, Emergent agrees at least one hundred twenty (120) days prior to such termination to prepare and deliver to the City and County an itemized inventory of equipment belonging to the City and/or County. Furthermore, Emergent shall provide reasonable cooperation to representatives of the City and County and/or to third-party Emergency Medical Services vendors who have contracted with the City to take over the provision of emergency services to residents of the service area. It is the intention of

the City and Emergent that they will collectively work to assure continuous delivery of Emergency Medical Services during any transition period prior to the termination of this Agreement.

C. The City and County may terminate this Agreement for cause upon showing of failure by Emergent to stay in regular compliance with this Agreement under the following circumstances (“Termination for Cause”):

1. If the City and County identify a pattern of mistakes by Emergent, receive numerous complaints regarding Emergent services, or Emergent otherwise fails to perform under this Agreement, the City and County may provide written notice to Emergent detailing the conditions of such noncompliance, after which Emergent shall appear before the governing bodies of the City and County at a date thirty (30) days following Emergent’s receipt of noncompliance notice.

2. At its appearance before the City/County governing bodies, Emergent shall confer with the City/County to address the conditions of noncompliance. If the governing bodies determine the conditions of noncompliance by Emergent are egregious, then the City and County may terminate this Agreement, with the effective date of this Termination for Cause being thirty (30) days following the City and County’s decision to terminate hereunder.

D. During the thirty (30) day period in XIV(C) 2 above, Emergent shall deliver to the City and County, an itemized inventory of equipment belonging to the City and/or County.

E. Emergent shall reasonably cooperate with representatives of the City and County and/or to third-party emergency services vendors who have contracted with the City/County to take over the provision of emergency services to residents of the service area. It is the intention of the City/County and Emergent that they will collectively work to assure continuous delivery of emergency services during any transition period prior to the termination of this Agreement.

F. In the event Emergent terminates the provision of Emergency Medical Services or dissolves as a business entity, Emergent shall provide the City with an accounting of any equipment provided by the City and/or County on the date of termination.

XV. COMPENSATION

A. As set forth in this Agreement, for the Services, herein, agreed to be performed by Emergent during the initial two-year term of this Agreement, the City shall pay Emergent monthly payments of Thirteen Thousand Three Hundred Ninety-seven and 75/100 Dollars (\$13,397.75); and the County shall pay Emergent monthly payments of Fifteen Thousand Eight Hundred Twenty-eight and 59/100 Dollars (\$15,828.59).

B. Compensation for any additional term(s) will be reviewed during the budget processes of the City and County and Emergent will discuss with each entity any additional compensation, with any increase thereto not to exceed eight percent (8%).

C. Said disbursements shall be made by the City and County at the beginning of each month and continue month-to-month for the duration of the term of said Agreement. These sums are to be paid for the services provided to the City and County pursuant to this Agreement. The monthly payment

shall represent the City and County's sole financial obligation to Emergent in exchange for services, unless the City and County's governing bodies vote to approve additional compensation to Emergent.

D. The City and County shall be obligated to pay such funds to Emergent 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 or County.

XVI. INDEMNITY

The City and County shall not be liable or responsible for and shall be saved and held harmless by Emergent and Emergent agrees to indemnify the City and County, its Council members/Commissioners, 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 Emergent or its board members, employees, agents, contractors, and representatives.

XVII. INSURANCE

A. Emergent shall maintain insurance satisfying these minimum requirements:

Commercial general liability insurances of \$2,000,000.00 per occurrence combined single limit for claims resulting from bodily injury, death, or property damage.

Commercial automobile/ vehicular liability insurance of \$1,000,000.00 per occurrence combined single limit for claims resulting from bodily injury, death, or property damage.

B. The general liability insurance policies shall provide Emergent as named insured and the City and County as additional insureds, 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 indirectly 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 ten (10) days after Emergent and the City/County, as additional insureds under the policy, have received written notice thereof. Emergent shall not cause said insurance to be cancelled nor permit said insurance to lapse during the term of this Agreement.

C. In addition to the above referenced general liability policy, Emergent 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 Emergent. All such policies may be purchased separately or in combination at the discretion of Emergent. All future policies shall be comparable in coverage and monetary limits to the coverage in effect at the time this Agreement takes effect.

D. Emergent shall also provide Workers' Compensation insurance coverage for its employees meeting the statutory limits prescribed by the laws of the State of Texas. Copy of coverage shall be provided to both the County and City.

E. Emergent shall furnish the City/County with copies of all policies of insurance secured in compliance with this Article.

XVIII. 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 way of a 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 representative to attend such meeting to attempt to affect 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.

XIX. 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 Emergent is subject to or any judgment, license, order, or permit applicable to Emergent, or any indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument to which Emergent is a part or by which Emergent may be bound.

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

F. COSTS OF ENFORCEMENT. If any of the City, County or Emergent 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 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.

XX. 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.

XXI. 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 the ___ day of _____ 2022.

City of Alpine

By:

Brewster County

By:

Elite Medical Air Transport, LLC

By:

(Add Exhibit A)