

**INTERLOCAL GOVERNMENTAL CONTRACT**  
**HAMILTON COUNTY HOSPITAL DISTRICT/**  
**HICO EMERGENCY SERVICE DISTRICT**

The Hamilton County Hospital District (hereinafter called HCHD) and the Hico Emergency Service District (hereinafter called HESD) do hereby contract for the purpose of performance of government functions and service jointly and for the support of public health and welfare within the boundaries of said entities hereby enter into this agreement in accordance with Section 791.011, Government Code, Vernon's Texas Codes Annotated.

**Authorization**

This agreement is authorized by the governing body of HCHD by and through its Board of Directors and the HESD by and through its Board of Directors after due notice to the public at meetings had and held and action taken and approved by the majority of the governing body of each party to this Contract.

**Purpose and Term**

The purpose of this Contract is for HCHD to provide emergency medical services to the residents of the HESD. The term of this agreement is for a period of fifty-seven (57) months beginning on the effective date and ending five-seven (57) months thereafter on September 30, 2025. This agreement shall automatically renew and extend for successive two (2) year periods unless either party shall give written notice to the other of its intent not to renew this Contract at least one hundred twenty (120) days prior to the renewal date.

**Obligations of HCHD**

1. The HCHD will place one ambulance and EMS crew in Hico, 24 hours per day, 7 days per week, to provide EMS and transport services to persons within the HESD boundaries.
2. In the event the ambulance and EMS crew in Hico will be in use, then it is agreed that the Hamilton EMS will arrange for a second ambulance and crew to be available as needed.
3. The HCHD will provide both emergency response (911 calls) and transport services to persons within the boundaries of the HESD.

4. The HCHD EMS Medical Director will provide medical direction for the EMS personnel assigned to Hico, and HCHD will provide management and quality assurance oversight to EMS operations in Hico.

5. The HCHD will provide all billing and collection services associated with the EMS service in Hico, and all revenue collected because of the ambulance operations within the boundaries of HESD will belong to HCHD.

### **Obligations of HEMSD**

1. Subsidy will be paid by HESD in the amount of twelve thousand seven hundred fifty dollars and NO/100 Dollars (\$12,750.00) per month to HCHD to supplement its EMS services in Hico with such amount to be paid at each monthly HESD board meeting beginning in the effective month of this Contract.

2. The current station house utilized by Hico EMS will be made available for use by HCHD without charge and with water provided with the understanding that HCHD will be responsible for all other utilities furnished to such property beginning on the effective date of this contract.

3. The current equipment, supplies and furniture owned by HESD will be available for use by HCHD without charge provided that HCHD will be responsible for regular maintenance upon such equipment and ambulance. Upon termination of this agreement, such equipment and supplies will be returned to HESD in its present condition subject to normal wear and tear.

### **General Provisions**

1. It is agreed that either party to this Contract may cancel this contract with one hundred twenty (120) days notice to the other party with or without cause.

2. Any unresolved conflicts or performance issues will be addressed in writing to the board chairperson of either party to this Contract, and each party agrees to use its best efforts to correct any such issues within thirty (30) days.

3. All profit and/or losses will belong to HCHD.



4. HCHD will operate the EMS services as set forth above within recognized standards and with state approval.

5. This agreement will become effective upon approval of the governing bodies of the parties.

6. HESD and HCHD agree to fully cooperate in promoting and utilizing medical services provided by each party with the goal of providing quality medical care and services to the residents of HCHD, HESD and surrounding areas.

7. The undersigned parties acknowledge that all payments provided for and service provided above fairly compensate the performing party under this Contract.

8. HESD acknowledges that all payments as provided above will be from current revenues available to the paying party.

9. The parties hereto contemplate that this agreement will become effective January 1, 2021.

PASSED AND APPROVED by a majority of each governing body of the respective parties hereto, at a meeting of the HCHD had and held on the \_\_\_ day of December 2020 and at a meeting of the HESD had and held on the \_\_\_ day of December 2020.

HAMILTON COUNTY HOSPITAL DISTRICT

By:  \_\_\_\_\_

Its President of Board of Directors

HICO EMERGENCY SERVICE DISTRICT

By:  \_\_\_\_\_

Its President of Board of Directors