

STATE OF TEXAS

COUNTY OF PALO PINTO

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**INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES**

Pursuant to V.T.C.A., Government Code §§791.001 et seq. (the "Act") the City of Mineral Wells, Texas, ("CITY"), and the Mineral Wells Independent School District ("MWISD"), each being a unit of "Local Government" as defined by the Act, make and enter into this Agreement on this 14 day of August, 2020, for the purposes and consideration as set out below.

WITNESSETH:

WHEREAS, MWISD desires the Fire Department of CITY and CITY EMTs to assist MWISD in maintaining a safe environment for MWISD sponsored sporting events and activities; and

WHEREAS, CITY has EMTs in its employ capable of providing MWISD emergency medical services; and

WHEREAS, the MWISD Board of Trustees has found, and hereby declares, it is in need of emergency medical services to protect the safety and welfare of its student athletes at MWISD sponsored sporting events and activities; and

WHEREAS, the MWISD Board of Trustees desires to utilize the emergency medical services and personnel of CITY for those functions and purposes; and

WHEREAS, the CITY desires to provide MWISD the required emergency medical services;

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual provisions herein contained, CITY and MWISD hereby agree as follows:

I.
Purpose

- 1.01 The primary purpose of this Agreement is for MWISD to secure emergency medical services to protect the safety and welfare of MWISD students at MWISD sponsored sporting events and activities.

II.
Services and Obligations of City

The CITY, through CITY EMTs, shall provide MWISD the following Emergency Medical Services and related activities:

- 2.1 Beginning September 5, 2020, two (2) Emergency Medical Technicians (EMTs) and an ambulance will be provided by CITY for emergency medical services at MWISD football games for 2020 and other extra school-related events as requested by the ISD during the school year. [*See Attachment A: Mineral Wells ISD Stadium Ambulance Service Schedule for regular season games*].
- 2.2 For extra school-related events, CITY EMTs and an ambulance will be provided subject to availability of CITY EMTs and scheduling.

III.
Qualifications

Any EMT assigned by CITY Fire Department shall have the following qualifications:

- 3.1 Must continuously satisfy all minimum standards for EMTs established from time to time by the Texas Department of State Health Services and additional standards, if any, of CITY Fire Department.
- 3.2 Must have passed a criminal background check in accordance with Section 22.083 of the Texas Education Code.
- 3.3 Initial selection and assignment of the EMTs will be by CITY's Fire Department.

IV.
Employees of the City

- 4.1 All EMTs furnished by CITY will be employees of CITY and will at all times be subject to the supervision and control of the CITY's Fire Chief or his designee and shall be responsible to the Fire Chief or his designee.
- 4.2 All EMTs and ambulance furnished by CITY have the protection of CITY as their primary responsibility. Therefore, at any time when staffing requirements demand more personnel for protection of CITY, all or a portion of the EMTs and/or the

ambulance may be removed from games for a temporary period until those EMTs and/or ambulance are no longer required for the reasonable protection of CITY.

- 4.3 The supervisory personnel of the EMTs who are responsible for their direct supervision shall be available at all reasonable times to report to and confer with designated officials of MWISD.

V.

Services and Obligations of MWISD

MWISD shall fulfill the following obligations in return for the CITY's performance of the foregoing services:

- 5.1 The CITY shall invoice MWISD and MWISD shall pay the City a fee of \$50 per hour for the use of a CITY Fire Department ambulance and the contracted services of two (2) EMTs, to be charged a minimum of three (3) hours per event, exclusive of the total time the ambulance is on standby at the event. Both governing bodies of the respective parties find this fair compensation for services performed. Within 30 days of receipt of invoice from City, MWISD shall deliver payment to:

City of Mineral Wells
Attn: Finance / Fire Department
P.O. Box 460
Mineral Wells, TX 76068

- 5.2 Payments for the above described governmental services must be made from current revenues available to the school district.
- 5.3 In the event the CITY ambulance and EMTs are removed from service at an MWISD location or function due to the provision set forth in section 4.2 and a replacement apparatus with EMT compliment is unavailable on scene, the MWISD will not be required to compensate the CITY for the affected EMTs or ambulance.

VI.

Term

- 6.1 The term of this Agreement shall commence on September 5, 2020 and shall continue for the 2020 football season including any extended play and playoff games.
- 6.2 Either party may terminate the Agreement by giving 30 days written notice and the Agreement shall terminate on the date set out in the notice. Termination of this Agreement shall not excuse any of the payments due for services provided during the term in which the notice of termination was given. For example, if the Agreement terminates on September 5th, the payment for services provided on September 5th still must be paid.

VII.
Notices and Administration

- 7.1 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing:

If intended for CITY, to:

City of Mineral Wells
Attention: FIRE CHIEF
P.O. Box 460
Mineral Wells, TX 76068

If intended for MWISD, to:

SUPERINTENDENT OF SCHOOLS
Mineral Wells Independent School District
906 SW 5th Ave.
Mineral Wells, TX 76067

VIII.
Miscellaneous Provisions

- 8.1 VENUE: The obligations of the parties are performable in Mineral Wells, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in PALO PINTO County, Texas.
- 8.2 APPLICABLE LAW: This Agreement is made subject to the provisions of the Charter and Ordinances of CITY, as amended, enacted written Policies of MWISD's Board of Trustees, as amended, and all applicable State and Federal laws.
- 8.3 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 8.14 LEGAL CONSTRUCTION: 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 unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 8.5 CAPTIONS: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 8.6 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 8.7 ENTIRE AGREEMENT: This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements

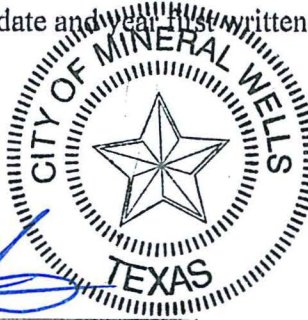
between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

- 8.9 PAYMENT: All payments to the Mineral Wells Fire/EMS shall be invoiced through and made to the City of Mineral Wells.

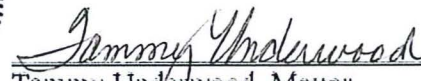
EXECUTED the date and year first written above and effective from September 5, 2020.

ATTEST:


Peggy Clifton, City Clerk

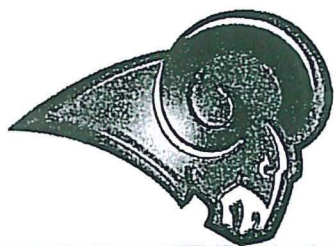


CITY OF MINERAL WELLS, TEXAS

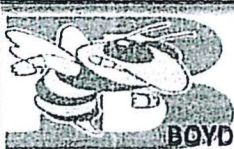










Tammy Underwood, Mayor

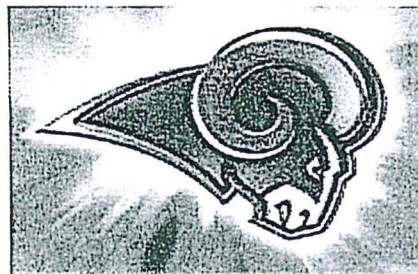
MINERAL WELLS INDEPENDENT
SCHOOL DISTRICT


John Kuhn, Superintendent



2020 MINERAL WELLS RAMS FOOTBALL SCHEDULE

Date	Opponent	Time	Location	Notes
AUGUST 20 (THURSDAY)	BRECKENRIDGE Scrimmage	Red/Black 5:30 PM V 7:00 PM		
AUGUST 27	 BOYD	Red - 5pm, Black - 10 min after	BOYD	
AUGUST 28		Varsity - 7:30pm	MINERAL WELLS	LAMAR-HOUSTON
SEPTEMBER 3	 GODLEY	Red - 5pm, Black - 10 min after	GODLEY	
SEPTEMBER 4		Varsity - 7:30pm	MINERAL WELLS	TRAVIS-JH NIGHT
SEPTEMBER 10	 VENUS	Red - 5pm, Black - 10 min after	VENUS	
SEPTEMBER 11		Varsity - 7:30pm	MINERAL WELLS	HOME COMING JR RAM
SEPTEMBER 17	 SANGER	Red - 5pm, Black - 10 min after	MINERAL WELLS	
SEPTEMBER 18		Varsity - 7:30pm	SANGER	
SEPTEMBER 24	 GAINESVILLE	Red - 5pm, Black - 10 min after	MINERAL WELLS	
SEPTEMBER 25		Varsity - 7:00pm	GAINESVILLE	
OCTOBER 1	 GLEN ROSE	Red - 5pm, Black - 10 min after		
OCTOBER 2		Varsity - 7:00pm	MINERAL WELLS	Hero Night MWYSA NIGHT
OCTOBER 8	 IOWA PARK	Red - 5pm, Black - 10 min after	IOWA PARK	
OCTOBER 9		Varsity - 7:00pm	MINERAL WELLS	Crazy Water Festival Pink Out
OCTOBER 15	 VERNON	Red - 5pm, Black - 10 min after	MINERAL WELLS	
OCTOBER 16		Varsity - 7:00pm	VERNON	
OCTOBER 29	 GRAHAM	Red - 5pm, Black - 10 min after	GRAHAM	
OCTOBER 30		Varsity - 7:00pm	MINERAL WELLS	Senior Night
NOVEMBER 5	 BRIDGEPORT	Red - 5pm, Black - 10 min after	MINERAL WELLS	
NOVEMBER 6		Varsity - 7:00pm	BRIDGEPORT	



2020 Mineral Wells Rams Junior High Football Schedule

Date	Opponent	7th Grade	8th Grade	Game Time	Order
Sept. 15	Willkie	Away	Home	5:00 PM	B, A
Sept. 22	Highland	Home	Away	5:00 PM	B, A
Sept. 29	Springtown	Away	Home	5:00 PM	B, A
Oct. 6	Castleberry	Home	Away	5:00 PM	B, A
Oct. 13	Azle Forte	Away	Home	5:00 PM	B, A
Oct. 20	Azle JHI	Home	Away	5:00 PM	B, A
Oct. 27	Lake Worth	Away	Home	5:00 PM	B, A
Nov. 3	Argyle	Home	Away	6:00 PM	B, A
Nov. 10	Decatur	Away	Home	5:00 PM	B, A

Games will be played at the Jackie Harvey Track Complex located at MWHS

*in case of inclement weather, games will be moved to Ram stadium at 6:00