

INTERLOCAL COOPERATION AGREEMENT

between

THE CITY OF BRADY, TEXAS AND THE COUNTY OF MCCULLOCH

This Agreement is entered into by and between the City of Brady, Texas (herein "City") a home rule municipality duly incorporated under the laws of the State of Texas and the County of McCulloch, a body corporate and politic acting herein through its Commissioners Court, (herein "County") to be effective on the 1st day of October, 2025 (the "Effective Date").

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791 of the Texas Government Code, has authorized the City and the County to contract, to the greatest possible extent, with one another to jointly exercise services to increase the efficiency and effectiveness of their respective local governments; and

WHEREAS, the City and the County find it is in the public interest for the City to provide Emergency Medical Services to the residents of the City and the County.

NOW, THEREFORE, THE CITY AND THE COUNTY HEREBY AGREE AS FOLLOWS:

SECTION I **PURPOSE**

The purpose of this Agreement is to ensure that the Parties hereto provide Emergency Medical Services in a cooperative manner to the citizens of both the City and the County, other than City of Melvin which is not a part of this Interlocal Agreement between the City and the County.

SECTION II **DUTIES AND RESPONSIBILITIES OF THE PARTIES AND AGREED FUNDING**

2.1 EMS Services.

- a. The City agrees to provide Emergency Medical Service ("EMS") services to the residents of the County who reside outside Brady's city limits in unincorporated areas. EMS services for the purposes of this Agreement shall be defined as

emergency ambulance services and shall include prehospital transportation of persons in need of emergency medical care by trained and specially equipped personnel for that purpose.

- b. For EMS services, the County will pay the City three hundred three thousand -six hundred and eighty-five dollars (\$303,685.00) as follows:
 - 1) A fee of seventy-six thousand dollars (\$76,000.00) shall be paid to the City on or before November 15, 2025.
 - 2) The remainder shall be paid by March 1, 2026.
 - 3) The \$303,685 is for the services provided from October 1, 2023 through September 30, 2024.
- c. Separately, the City will bill the County for EMS calls for service to the Jail in accordance with the standard billing service fee schedule determined by the level of EMS services rendered.
- d. Future Terms and Service Years. Not later than March 1, of each successive year, the City shall provide the County with itemized statement of EMS expenses for the prior fiscal year to determine the fee for the term to begin on October 1, 2025 and thereafter but for the then next service year. Should the parties not be able to agree on the future term fee, the parties can agree that the fee will not be less than the fee paid for the prior term or the City may choose to discontinue EMS service in the County. The decision to continue service shall be made on or before June 30, of each successive year.
- e. Fee Calculation Formula—Twenty-one percent (21%) applied to the net operational expenditures of EMS for services provided October 1, 2023 – September 30, 2024 of \$1,446,118.

SECTION III **INDEPENDENT CONTRACTOR/LIABILITY**

3.1 At all times during the performance of this Agreement and in connection with any services rendered under this Agreement, both Parties shall be considered as independent contractors. No relationship of employer-employee is created by this Agreement or by the

City's or County's service. The County acknowledges that City is not obligated to provide Workers' Compensation Insurance or any other of the City's employee related insurance or benefits for County personnel. The City acknowledges the County is not obligated to provide Workers' Compensation Insurance or any other of the County's employee related insurance or benefits for City personnel.

3.2 Pursuant to Tex. Gov't Code Chapter 791, Section 791.006(a) County shall be responsible for any civil liability that arises from the furnishing of training, fire suppression, fire fighting, ambulance services, hazardous materials response services, fire and rescue services, or paramedic services by City if such service is provided outside the City limits of City, in the unincorporated portions of the County.

SECTION IV
NO PARTNERSHIP
NO WAIVER OF SOVEREIGN IMMUNITY

It is agreed that nothing herein contained is intended or should be construed as creating or establishing a partnership relationship between the parties, or as creating or establishing the relationship by either party as an agent, representative, or employee of the other party for any purpose or in any manner, whatsoever. No third party shall have the authority to seek to enforce, modify or bring action relating to the terms contained herein.

Nothing in this Agreement shall be construed as waiving either party's sovereign or governmental immunity as granted by the State of Texas.

SECTION V
MISCELLANEOUS

5.1 Each party shall approve participation in this Agreement by the appropriate governmental body or authorized public officer.

5.2 The County and the City may not assign or amend all or any part of this Agreement without the prior written consent of each party.

5.3 The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds. If sufficient funds are not allocated by the City or the County as provided for in this Agreement, either Party may terminate this Agreement on ninety (90) days' notice to the other Party.

5.4 This Agreement may be terminated or renegotiated in the event of changed state regulations that affect the parties' performance under this Agreement.

5.5 All notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

CITY: Honorable Anthony Groves
Mayor of the City of Brady
201 E. Main St.
Brady, Texas 76825

COUNTY: Honorable Judge Frank Trull
McCulloch County Judge
199 Courthouse Square Room 302
Brady, Texas 76825

5.6 The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.

5.7 Each party shall be excused from any breach of this Agreement that is proximately caused by action by the Legislature of the State of Texas, war, strike, acts of God, or other similar circumstances or events normally deemed outside the control of the non-performing party, but will not eliminate the right to terminate for failure to perform under this Agreement.

5.8 The City and the County shall not discriminate based on creed, age, race, religion, disability, or gender and shall abide by all local state, and federal laws prohibiting discrimination.

SECTION VI
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION VII
ENTIRE AGREEMENT: REQUIREMENT OF AUTHORITY IN WRITING

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral or written Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties. **NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL AND COUNTY COMMISSIONERS COURT.**

SECTION VIII
VENUE

The parties agree that this Agreement is fully performable in McCulloch County, Texas, and further agree that venue for any litigation arising out of or relating to this Agreement must be filed in a court of competent jurisdiction located in McCulloch County, Texas.

SECTION IX
TERM

Expressly subject to the provisions of Section II, 2.1 D, this Agreement will become effective October 1, 2025 and will expire on September 30, 2026, unless sooner terminated by failure to pay fees due hereunder. This Agreement, whether in a primary or renewal term shall without further notice, automatically terminate ninety (90) days after a payment is due but not made by the County. The terms of this Agreement shall thereafter be reconsidered by the Parties for inclusion in a new Interlocal Agreement for a new one-year term or as may be modified by the Parties. No automatic renewal shall occur. Either party may terminate, with or without cause, by giving at least ninety (90) days written notice to the other party but said notice of termination shall not relieve the County of paying sums already incurred.

SIGNATURE PAGE FOLLOWS

**SECTION X
EXECUTION**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed as noted below, with an effective date of October 1, 2025.

FOR THE CITY OF BRADY:

by: Anthony W Groves

Mayor Anthony Groves

Date: 8/27/2025

FOR THE COUNTY OF MCCULLOCH:

by: Frank Trull

Judge Frank Trull

Date: September 22, 2025