

Second Amendment to the Contract for Emergency Medical Services

SECOND AMENDMENT TO THE CONTRACT FOR EMERGENCY MEDICAL SERVICES BETWEEN MARBLE FALLS AREA EMS, INC. AND BURNET COUNTY

This Second Amendment ("Second Amendment") to the Contract for Emergency Medical Service entered into as of the 1st day of October 2018 (the "Agreement") between **MARBLE FALLS AREA EMS, INC.** ("PROVIDER"), and **BURNET COUNTY** ("COUNTY"), shall serve to amend the Agreement by replacing the text of the First Amendment thereto, entered into as of the 1st Day of October 2019, with the text that follows:

Amendment one. Section 13 of the Agreement is hereby amended in its entirety by replacing the existing language with the language (in *italics*) that follows:

13. COMPENSATION: *As compensation for fulfilling the duties of PROVIDER under the terms of this Contract, the COUNTY and PROVIDER agree to the following:*

For all services rendered under the term of this Contract, the COUNTY shall pay to PROVIDER the total sums (the Contract Fee) reflected in the table below. PROVIDER shall submit a monthly invoice to the County, by the 1st of each month, for each of the operational installments of the Contract Fee and the County shall pay each invoice by the 15th of each month, or as otherwise provided by applicable law.

<i>Term</i>		<i>Paid to Provider Annually</i>	<i>Monthly Installment</i>
<i>Year 1</i>	<i>October 1, 2024, to September 30, 2025</i>	<i>\$466,622.52</i>	<i>\$38,885.21</i>
<i>Year 2</i>	<i>October 1, 2025, to September 30, 2026</i>	<i>\$480,621.24</i>	<i>\$40,051.77</i>
<i>Year 3</i>	<i>October 1, 2026, to September 30, 2027</i>	<i>\$495,039.84</i>	<i>\$41,253.32</i>
<i>Year 4</i>	<i>October 1, 2027, to September 30, 2028</i>	<i>\$509,891.04</i>	<i>\$42,490.92</i>
<i>Year 5</i>	<i>October 1, 2028, to September 30, 2029</i>	<i>\$525,187.80</i>	<i>\$43,765.65</i>

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Amendment two. Section 15 of the Agreement is hereby amended in its entirety by replacing the existing language with the language (in *italics*) that follows:

(a) **TERM OF CONTRACT:** *This Contract shall become effective October 1, 2024, and unless terminated in accordance with other sections of this Contract, shall continue in full force and effect until September 30, 2029, subject to applicable law, including COUNTY'S right of non-appropriation.*

EXCEPT AS HEREBY MODIFIED OR AMENDED, the remaining provisions of the Agreement not inconsistent with the terms hereof shall remain in full force and effect for all purposes.

This Second Amendment is executed, and is to be effective, on the ____ day of _____, 2024.

PROVIDER:

ATTEST:

Jeff Bingham, President

Cecilia Phillips, Secretary/Treasurer

COUNTY:

ATTEST:

James Oakley, County Judge

Janet Parker, County Clerk