

**Third Amendment to the Contract for Emergency Medical Services**

**THIRD AMENDMENT TO THE CONTRACT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF BURNET AND BURNET COUNTY**

This Third Amendment ("Third Amendment") to the Contract for Emergency Medical Service entered into as of the 1<sup>st</sup> day of October 2018 (the "Agreement") between the **CITY OF BURNET, TEXAS** ("PROVIDER"), and **BURNET COUNTY** ("COUNTY"), shall serve to amend the Agreement by adding a new Section 15 (entitled "*COUNTY OWNED VEHICLE*") which shall read as follows:

15. COUNTY OWNED VEHICLE: This Section shall apply to any Emergency Services Vehicle (hereinafter "COUNTY Owned Vehicle" or "COV") that may be purchased by funds awarded to the County pursuant to the House Bill 3000 Rural Ambulance Service Grant, for PROVIDER's use. At all times during the term of this Agreement the COV shall be owned by the COUNTY. At the time this Third Amendment became effective no COV has been purchased. Therefore, the PARTIES agree that after any acquisition of a COV, the County Judge and City Manager shall by written correspondence, memorialize the year, make, model, and VIN No of the COV. The PARTIES further agree as follows:

- (a) *Operations*. For the life of the COV or the termination of this Agreement, whichever occurs first, Provider shall have the exclusive right to operate the COV for the purposes of providing EMS services.
- (b) *Maintenance and Repair*. PROVIDER shall be solely responsible for all costs associated with the maintenance and repair of any COV.
- (c) *Insurance*. PROVIDER shall be solely responsible to maintain adequate insurance to cover liability exposure and the COV's replacement value in the case of an accident.
- (d) *Authorization*. During the term of this Agreement and as permitted by law, PROVIDER is authorized to act as owner's agent for the purpose of registration renewal and related matters.

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.

*(Signatures on following page)*

**Third Amendment to the Contract for Emergency Medical Services**

This Third Amendment is executed, and is to be effective, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**PROVIDER:**

**ATTEST:**

\_\_\_\_\_  
David Vaughn, City Manager

\_\_\_\_\_  
Maria Gonzales, City Secretary  
\_\_\_\_\_

**COUNTY:**

**ATTEST:**

\_\_\_\_\_  
Bryan Wilson, County Judge

\_\_\_\_\_  
Vicinta Stafford, County Clerk