

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR EMERGENCY
MEDICAL SERVICES BETWEEN CITY OF SCHERTZ AND THE CITY OF CIBOLO**

This **FIRST AMENDMENT TO INTERLOCAL AGREEMENT** (“First Amendment”) is made and entered into as of the effective date of _____, 2022 (“Effective Date”) by and between **CITY OF SCHERTZ**, a political subdivision of the State of Texas, as licensor hereunder (the “City”), and **CITY OF CIBOLO**, a political subdivision of the State of Texas, hereunder (the “Contracting Jurisdiction”). City and Contracting Jurisdiction may be singularly referred to as the “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, City and Contracting Jurisdiction entered into the Interlocal Agreement for Emergency Medical Services with an effective date of October 1, 2018 (“ILA”) establishing the terms and conditions whereby City provided emergency medical services to the Contracting Jurisdiction in order to preserve and protect the health and safety of persons as described in the ILA; and

WHEREAS, under the terms of the ILA, the City agreed to respond to all calls for emergency medical assistance and emergency medical transport and since 2019, Schertz EMS has been housed in Contracting Jurisdiction’s Fire Station #2 in order to be able to respond to emergency medical calls; and

WHEREAS, Section 6 of the ILA allows the Parties to amend the ILA as long as the Amendment is in writing and approved by the City and Contracting Jurisdiction; and

WHEREAS, City and Contracting Jurisdiction are wanting to amend the ILA in order to allow Schertz EMS to move in and respond to calls from Contracting Jurisdiction Fire Station #3 in order to preserve and protect the health and safety of persons;

NOW, THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I

RECITALS AND MODIFICATIONS TO ILA

1.1 Recitals. The recitals are hereby incorporated in the terms and provisions of this First Amendment and are fully binding on the Parties.

1.2 Modifications to ILA. Section 1 (a) of the ILA is deleted in its entirety and is replaced by the following:

“Section 1. Purpose (a) The City agrees that during the term of this Agreement the City shall respond to all calls for emergency medical assistance and emergency medical transport and advance life support services with mobile intensive unit capability (the “Emergency Medical Services”) within the jurisdiction of the Contracting Jurisdiction (the “Service Area”). The

Contracting Jurisdiction understands and agrees that timeliness of response is dependent on the level of demand throughout the Department's response area and that calls are answered on a next-available-ambulance basis. The City and Contracting Jurisdiction will coordinate the location of units to provide the Emergency Medical Services including but not limited to Contracting Jurisdiction Fire Stations.

ARTICLE II
OTHER TERMS AND CONDITIONS

Except as specifically modified by this First Amendment, all other terms, conditions, and provisions of the ILA shall remain in full force and effect.

EXECUTED in duplicate originals on this the ____ day of _____, 2022.

CITY OF SCHERTZ, TEXAS

CITY OF CIBOLO, TEXAS

By: _____
Mark Browne
City Manager

By: _____
Wayne Reed
City Manager

ATTEST:

ATTEST:

Brenda Dennis
City Secretary

Peggy Cimics
City Secretary