<u>RENEWAL AND AMENDMENT OF THE INTERLOCAL FEE AGREEMENT FOR</u> <u>EMERGENCY MEDICAL GROUND TRANSPORTATION SERVICES</u>

This Renewal and Amendment of the Interlocal Fee Agreement is entered into by and between the City of Austin, a Texas home rule municipality ("City"), and the Travis County Healthcare District, a Texas hospital district ("District") (each a "Party," and collectively the "Parties"), effective March 1, 2010 (the "Effective Date").

RECITALS

WHEREAS, the Parties entered into the Interlocal Fee Agreement ("Agreement"), which was effective on March 1, 2009; and

WHEREAS, Section 2.0 of the Agreement, entitled "Term," permits the Parties to renew the Agreement for one additional seven-month period ("First Renewal Term") by written agreement signed by authorized representatives of each Party; and

WHEREAS, the Parties wish to renew the Agreement for such seven-month term upon the terms described below;

NOW, THEREFORE, the Parties agree to the terms and conditions stated below:

RENEWAL

- 1.0 City and District agree to renew the Agreement for a term beginning March 1, 2010 and ending September 30, 2010.
- 2.0 City agrees to accept and District agrees to pay City the following fee for Services provided to Eligible MAP Patients during the renewal term: \$204,166.66.
- 3.0 City and District agree that the first two sentences of Section 8.0 are deleted and replaced in their entirety with the following text:
 - 8.0 <u>Invoice</u>

During the renewal term, EMS shall submit three invoices to the District for services provided under this Agreement: the first, in the amount of \$87,500.00, may be submitted on or after April 1; the second, in the amount of \$87,500.00, may be submitted on or after July 1, and the third, in the amount of \$29,166.66, may be submitted on or after October 1. District agrees to pay the invoiced amounts within thirty (30) calendar days of receipt of the invoice.

The remainder of Section 8.0 remains the same.

IN WITNESS WHEREOF, this Renewal and Amendment has been executed and delivered on behalf of the District and the City by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement to be effective on the Effective Date.

TRAVIS COUNTY HEALTHCARE DISTRICT

CITY OF AUSTIN

By: ______ Patricia A. Young-Brown President and CEO Date: _____

By: _____

Ernesto Rodriguez, Director

Emergency Medical Services Department Date: