

# **INTERLOCAL AGREEMENT CONCERNING AMBULANCE SERVICES AND RURAL AMBULANCE SERVICE GRANT PARTICIPATION**

This Interlocal Agreement ("Agreement") is made and entered into effective on the \_\_\_\_ day of January, 2026, by and between Lamb County, Texas, acting by and through its County Judge ("County"), and the City of Earth, Texas Emergency Medical Service ("Earth EMS"), acting by and through its Director (collectively, the "Parties").

This Agreement is adopted pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act), and Local Government Code §130.914.

## **ARTICLE I – PURPOSE AND STATUTORY AUTHORITY**

- 1.1 Purpose. The purpose of this Agreement is to ensure the continued provision of adequate ground ambulance and emergency medical services within Lamb County and to establish the terms under which Earth EMS will serve as the County's designated qualified rural ambulance service provider for purposes of the Rural Ambulance Service Grant Program established by House Bill 3000, 89th Legislature (2025).
- 1.2 Grant Program Compliance. This Agreement is intended to satisfy the requirement for a written contract or letter of agreement between a qualified county and a qualified rural ambulance service provider under Local Government Code §130.914 and 34 Texas Administrative Code Chapter 16, Subchapter F (Rural Ambulance Service Grant Program).

## **ARTICLE II – TERM**

- 2.1 The term of this Agreement shall begin effective as of the date of last signature, and shall continue through September 30, 2029, unless earlier terminated as provided herein.
- 2.2 This Agreement supersedes and replaces in its entirety the Interlocal Agreement Concerning Ambulance Service executed October 1, 2025, and all prior agreements between the Parties relating to ambulance services; provided, however, that any County funding obligations approved under the October 1, 2025 agreement for the remainder of fiscal year 2025–2026 shall continue in full force and effect through September 30, 2026.
- 2.3 Beginning with fiscal year 2026–2027, such County subsidy shall be governed exclusively by Article VI of this Agreement.

## **ARTICLE III – DESIGNATION AND QUALIFICATIONS OF PROVIDER**

- 3.1 The County designates Earth EMS as a qualified rural ambulance service provider for purposes of the Rural Ambulance Service Grant Program for fiscal year 2026.
- 3.2 Earth EMS represents and warrants that:
  - a. It is a public agency licensed by the Texas Department of State Health Services to provide emergency medical and ground ambulance services;
  - b. It operates within Lamb County;
  - c. It is eligible to receive grant funds under Local Government Code §130.914; and
  - d. It will not receive Rural Ambulance Service Grant funds from any other county during the same fiscal year.

#### **ARTICLE IV – SERVICES TO BE PROVIDED**

- 4.1 Scope of Services. Earth EMS shall provide continuous ground ambulance and emergency medical services within the geographic boundaries of Lamb County, including emergency response, patient transport, and related services in accordance with all applicable state laws, licensing requirements, and professional standards.
- 4.2 Operational Responsibility. Earth EMS shall remain solely responsible for the operation, staffing, supervision, training, equipment, and management of its ambulance services.

#### **ARTICLE V – RURAL AMBULANCE SERVICE GRANT FUNDS**

- 5.1 Application. The County Judge shall apply for the Rural Ambulance Service Grant for fiscal year 2026 and may designate Earth EMS as the preferred qualified provider.
- 5.2 Ownership and Control of Funds; County Purchase of Ambulance. All grant funds are awarded to the County as the grant recipient. The County shall receive the grant disbursement prior to ordering any ambulance and shall directly purchase any ambulance, accessories, or authorized equipment using the awarded funds, in compliance with Local Government Code §130.914 and applicable Comptroller requirements. All purchases shall be made in compliance with the County Purchasing Act and applicable competitive procurement requirements.
- 5.3 Earth EMS shall cooperate with the County in the procurement process, including providing specifications, operational requirements, and vendor information as reasonably requested. Title to any ambulance or equipment purchased with grant funds shall vest in the County unless otherwise approved in writing by the County and permitted by law. The County shall make such ambulance available to Earth EMS for operational use in providing services under this Agreement.
- 5.4 Authorized Uses. Grant funds may be used solely for:
- a. Purchase of additional ambulances;
  - b. Necessary accessories and modifications to ambulances; and
  - c. Required registration fees.
- 5.5 Prohibited Uses. Grant funds shall not be used for operating expenses, payroll, routine maintenance, fuel, insurance, or any other non-authorized purpose.
- 5.6 Accounting and Records. Earth EMS shall maintain complete and accurate records of all expenditures of grant funds and shall provide such records to the County upon request for audit or compliance purposes.

#### **ARTICLE VI – COUNTY SUBSIDY WAIVER**

- 6.1 Voluntary Waiver. In consideration of the County's designation of Earth EMS as the qualified rural ambulance service provider for grant purposes, Earth EMS voluntarily agrees to waive and forgo receipt of any County-funded EMS operating subsidy or rotating county EMS supplement for the following fiscal years:
- Fiscal Year 2026–2027
  - Fiscal Year 2027–2028
  - Fiscal Year 2028–2029
- 6.2 No Entitlement. Earth EMS acknowledges that this waiver does not create any right or entitlement to future County funding or future grant designation beyond the term stated herein.

- 6.3 No Reduction of Grant Funding. The County certifies that it shall not reduce funding provided to Earth EMS under the Rural Ambulance Service Grant Program during the fiscal year immediately following receipt of grant funds, as required by applicable law.

#### **ARTICLE VII – REPORTING AND COMPLIANCE**

- 7.1 Quarterly Service Reports. Earth EMS shall provide quarterly written reports to the County Judge including:
- a. Number of primary and secondary runs;
  - b. Type of calls;
  - c. Location of calls (city or county);
  - d. Receiving facilities; and
  - e. Number of calls not answered and reasons.
- 7.2 Grant Compliance Reporting. Earth EMS shall cooperate fully with the County in the preparation of all compliance reports required by the Texas Comptroller, including providing documentation of continued provision of ground ambulance services and grant fund expenditures.
- 7.3 Audit Rights. The County may audit or cause to be audited any records related to grant funds upon reasonable notice.

#### **ARTICLE VIII – TAXES AND EMPLOYMENT**

Earth EMS shall be solely responsible for all wages, benefits, payroll taxes, insurance, and employment obligations of its personnel.

#### **ARTICLE IX – LIABILITY AND INDEMNIFICATION**

Earth EMS agrees to indemnify, defend, and hold harmless Lamb County from all claims arising from the acts or omissions of Earth EMS in connection with ambulance services provided under this Agreement, including claims arising from use or operation of any ambulance purchased under this Agreement.

#### **ARTICLE X – INSURANCE**

Earth EMS shall maintain commercially reasonable insurance coverage for ambulance operations and professional liability.

#### **ARTICLE XI – NOTICES**

Notices required by this Agreement shall be made to the following representatives of the parties:

Lamb County Judge  
100 6th Drive  
Littlefield, Texas 79339  
[jmdeloach@co.lamb.tx.us](mailto:jmdeloach@co.lamb.tx.us)

Director, Earth EMS  
P.O. Box 10  
Earth, Texas 79031  
[earthems@gmail.com](mailto:earthems@gmail.com)

#### **ARTICLE XII – TERMINATION**

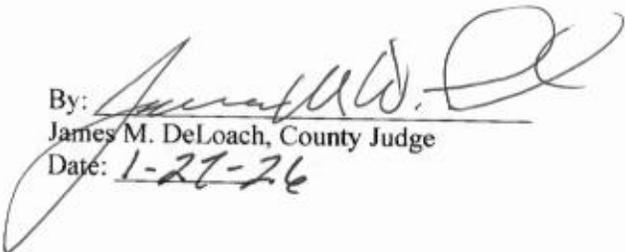
This Agreement may be terminated by mutual consent; for material breach with 30 days' notice and opportunity to cure; or immediately, if required by law or grant program termination. Should the funding grant be terminated or discontinued, the Parties may amend this Agreement to discuss funding modifications.

**ARTICLE XIII – GENERAL PROVISIONS**

Texas law governs this Agreement. This Agreement constitutes the entire agreement between the Parties and may be amended only by written approval of Commissioners Court. This Agreement creates no rights in third parties. Any written notice which must be given pursuant to this Agreement may be made by certified or electronic mail.

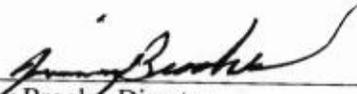
**SIGNATURES**

LAMB COUNTY, TEXAS

By:   
James M. DeLoach, County Judge

Date: 1-27-26

CITY OF EARTH, TEXAS – EMS

By:   
Jimmy Brooks, Director

Date: 1-27-26