

EMERGENCY MEDICAL SERVICE CONTRACT

TRI COUNTY EMERGENCY MEDICAL SERVICES, INC., hereinafter referred to as "Tri County," hereby agrees to provide ambulance service for the City of Ingleside, San Patricio County, Texas, hereinafter referred to as "City" on the following terms and conditions.

- (1) Ambulance and Emergency Medical Services will be available seven (7) days a week, twenty-four hours a day.
- (2) The Area to which service will be provided under this agreement is bounded by the City Limits of Ingleside, Texas.
- (3) City will provide a subsidy to Tri County in the amount of Ten Thousand Five Hundred Fourteen Dollars and Fifty Eight Cents (\$10,514.58) per month for City's fiscal year 2015-2016; in the amount of Ten Thousand Eight Hundred Thirty Dollars and Two Cents (\$10,830.02) per month for City's fiscal year 2016-2017 for services rendered under this contract. Tri County understands that subsidy payments provided for herein are public funds subject to appropriation by the City. In the event the City fails in future fiscal years to appropriate sufficient funds to fulfill its obligations to Tri County as promised herein, the City and Tri County shall negotiate to establish reductions in operational and clinical standards as may be fair and reasonable in light of the amount of lost subsidy.
- (4) Tri County will separately bill and collect for all services rendered.

- (5) Tri County will maintain at its sole cost and expense professional healthcare liability insurance in an amount of at least One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, naming City, its Mayor, Council members, Employees, Agents and Assigns as additional insured's.
- (6) Tri County agrees to maintain all ambulances in a safe operating condition and to maintain insurance on said vehicles which meets the prescribed minimums of Texas law naming City, its Mayor, Council members, employees, agents and assigns as additional insureds.
- (7) The term of this contract is from the date of this agreement through September 30, 2017. The City shall have an option to renew for an additional one year term at a rate to be negotiated by giving 60 days written notice before the end of the initial term.
- (8) Tri County agrees to hold City harmless from and indemnify City for all claims for damages, whether actual or otherwise, including potential or prospective damages, attorney fees, costs, and expenses of whatsoever nature insofar as the same may be caused or allegedly caused the acts or omissions of Tri County but shall not indemnify The City for The City's gross negligence.

- (9) This contract shall only be assigned upon the written agreement of City and Tri County.
- (10) This contract may be terminated by either City or Tri County upon giving the remaining party Four (4) months written notice of cancellation.
- (11) Tri County shall provide a minimum of two (2) vehicles certified and approved as Mobile Intensive Care Unit (MICU) by the Texas Department of State Health Services (DSHS) and Tri County shall conform and comply with all related rules, regulations, and guidelines of DSHS regarding emergency medical service delivery to the public. Said vehicles shall be staffed with a minimum of one (1) Emergency Medical Technician Paramedic and one (1) Emergency Medical Technician Basic (or better) per vehicle. One (1) vehicle shall be the primary response vehicle and the other shall be the secondary response or back-up vehicle.
- (12) Mutual Aid Coverage is permissible at the cost of Tri County on occasion when a vehicle is down for maintenance or due to emergency conditions.
- (13) All treatment given shall be provided in accordance with standard written medical protocols approved by the Medical Director of Tri County.

(14) Tri County shall advise City of names, addresses, and telephone numbers of its Board of Directors, Emergency Medical Service Director, and Medical Director at least once annually or immediately upon a change in same.

(15) This contract shall commence upon the 1st day of October, 2015 and terminate of the 30th day of September, 2017.

EXECUTED effective the 1st day of October, 2015.

**TRI-COUNTY EMERGENCY MEDICAL
SERVICES, INC.**

Kevin Schleicher, President

ATTEST:

Lupe Moreno, Vice-President

CITY OF INGLESIDE, TEXAS

Pete Perkins, Mayor

ATTEST:

Kimberly Sampson, City Secretary