

**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF HIDALGO   §**

**EMERGENCY AMBULANCE SERVICE CONTRACT**  
**C-19-032-00-00**

**THIS CONTRACT** is made and entered into this **XX<sup>th</sup>** day of **Month, 2019**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ("Company").

**WHEREAS**, rural areas situated outside the corporate boundaries of any cities in Precinct 3 of Hidalgo County and not served by ambulance service of any fire district located in such Precinct 3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas (collectively, the "Service Area" or "Service Areas"), are not consistently served by ambulance service;

**WHEREAS**, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area;

**WHEREAS**, County has, on **Month Day, 2019**, through its Commissioners Court, awarded a contract to Company to perform the services;

**WHEREAS**, Company is duly licensed under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code (the "Act");

**WHEREAS**, Company is willing to provide services (the "Services") in accordance with specifications attached hereto as Exhibit "A" and incorporated herein by reference (the "Specifications");

**WHEREAS**, in recognition of and in consideration of Company's agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

**1.** County and Company hereby agree that this Emergency Ambulance Service Contract is entered into order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

**2.** Company hereby promises and agrees to render and provide the Services during the term of this Contract, and shall be obligated to render and provide the Services for the general public in the Service Area in response to calls for the Services pursuant to the terms of this Contract. The company also agrees to respond to any emergency ambulance calls in the Service Area.

**3.** Company hereby promises and agrees to maintain at the Company's sole expense a state of the art communication center that will be capable of managing all EMS calls for the Service Area, a description of such communications center is attached hereto as Exhibit "A" (the "Communications Center").

**4.** The term of this Contract shall be for a period beginning at 12:01 a.m. **Month XX, 2019**, and terminate on, **Month XX, 2021**, at 12:00 a.m., with an option

to extend for an additional one (1) year term, (the "Termination Date") unless this Contract is earlier terminated pursuant to the provisions herein.

**5.** As a condition of this Contract, if a new provider is not in place at the end of the contract term, whether by expiration or termination of the term, Company will, if requested in writing by County, continue providing service for a period not to exceed 90 (ninety) days or until new contract for services is approved, and under the same terms and condition.

**6.** County may terminate this Contract upon thirty (30) days written notice at any time with or without cause.

**7.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health (the "License"), subject to all terms and conditions of the Act, as may from time to time be amended.

**8.** All ambulances operated under the License held by Company shall contain all equipment required by the Act and the Specifications, and all persons in the employ of Company who provide the emergency medical care in such ambulances shall have the qualifications, skill, and expertise to perform such emergency medical services, which shall include but not limited to all permits and/or certificates required by the Act, and such persons shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance services, and with the terms of the specifications.

**9.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

**10.** Company shall provide insurance in force on all its vehicles and all persons connected with the provision of Services under this Contract naming County as an additional insured, with the coverage, and in the amounts described in the Specifications, and shall furnish to County a certificate of such insurance coverage.

**11.** Company shall provide a sufficient number of ambulances, personnel, and equipment as further defined in the specifications, available to answer and service emergency calls that it receives from any source pertaining to the Service Area. The company will represent and verify that upon every response, Company shall have at least two state-certified emergency service personnel responding to the call.

**12.** The fees charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

**13. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision or failure to provide services under the Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

**14.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

**15.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

**16.** In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written notice to cure such default if the alleged default is that of Company. If such default, in the sole opinion of the County, creates or created a life-threatening condition(s) then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

**17.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as stated forth below:

If to County:                   The County of Hidalgo  
  Attn: County Judge  
  Hidalgo County Administration Building  
  100 E. Cano  
  Edinburg, Texas 78539

If to Company:               **Company**  
  Address  
  City, State 00000

**18.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

**19.** This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

**20.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**21.** Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

**22.** Company represents and warrants it has not, during the process of being awarded this Contract violated the following ethical standards of County and, upon and

after the execution of this Contract, agrees to abide by the following ethical standards of County:

- a. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any requirement of a contract or subcontract, or to any solicitation or proposal, therefore, pending before any department or agency of Hidalgo County.
- b. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**23.** Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Contract, County may terminate this Contract upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The

parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County.

**24. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.

**25. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**26. Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

27. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

28. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

*Approved by Commissioner's Court: **Month XX, 2019.***

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez Jr.,

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

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**EXHIBIT "A"**  
REQUEST FOR PROPOSAL (RFP) PROCUREMENT PACKET

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**EXHIBIT "B"**  
PROPOSED FEE /  
BEST AND FINAL OFFER (BAFO) including  
BACKUP SERVICE

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**EXHIBIT "C"**  
CERTIFICATE OF INSURANCE

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