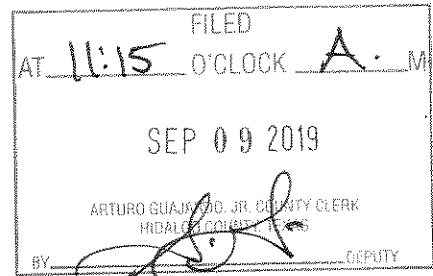


THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



EMERGENCY AMBULANCE SERVICE CONTRACT
C-19-032-08-13

THIS CONTRACT is made and entered into this **13th** day of **August, 2019**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Hidalgo County Emergency Service Foundation d/b/a Hidalgo County E.M.S.**, a Texas Corporation Company ("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 **August 13, 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");

4. The term of this Contract shall be for a period beginning at 12:01 a.m. **August 13, 2019**, and terminate on, **August 12, 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.

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


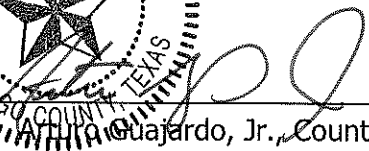
Approved by Commissioner's Court: **August 13, 2019.**

APPROVED AS TO FORM
Office of the District Attorney

By: 
Victor M. Garza, Assistant District Attorney

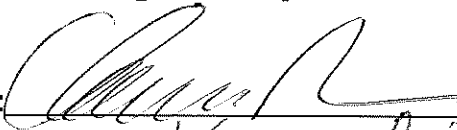
COUNTY OF HIDALGO

By: 
Richard F. Cortez, County Judge

ATTEST:

By: 
Victor M. Garza, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/13/19 ms

**COMPANY: Hidalgo County Emergency
Service Foundation**
d/b/a **Hidalgo County E.M.S.**

By: 
Printed Name: Kenneth Ponce
Title: CEO