



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

EMERGENCY AMBULANCE SERVICE CONTRACT
C-22-0577B-09-20

THIS CONTRACT is made and entered into this **1st** day of **October, 2022**, by and between the **COUNTY OF HIDALGO, TEXAS** (“County”), and **Skyline EMS Inc.** (“Company”).

WHEREAS, rural areas situated outside the corporate boundaries of any cities in of Hidalgo County and not served by ambulance service of any fire district located in Precinct 3, as well as the areas within the municipal boundaries (collectively, the “Service Area(s)”), 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, the County pursuant to its authority under Texas Local Government Code sec. 262.024 desires to contract with an Emergency Ambulance Service provider to provide emergency ambulance services to the Service Areas to preserve and protect the public health and safety of the residents of the County;

WHEREAS, County has, on **October 01, 2022**, 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 scope of services attached hereto as Exhibit “A” (the “Specifications”) and provided its Cost Proposal attached hereto as Exhibit “B”, both of which are incorporated herein by reference for all purposes;

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.

4. The term of this Contract shall be for a six (6) month period beginning at 12:01 a.m. **October 01, 2022**, and terminate on, **March 31, 2023**, at 12:00 a.m., with an option to extend for an additional six (6) month 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 ninety (90) 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 a subsidy as indicated in Exhibit B.

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, in the amounts required by the County and shall furnish to County a certificate of such insurance coverage attached as Exhibit C.

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 and shall be made available to the County upon written request.

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.

Edinburg, Texas 7853

If to Company:

Skyline EMS Inc.
600 E. Griffin Parkway Suite B
Mission, Texas 78572

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. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Contract, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best 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 Agreement at the expiration of each budget period of County pursuant to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl. 1995).

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, 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 200.327, 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 are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 20, 2022.

Agenda Item No. 87422

Executive Office: me^{MS}

VENDOR:
Skyline EMS Inc.

COUNTY:
COUNTY OF HIDALGO

Juan Cordero
Juan Cordero (Sep 22, 2022 16:17 CDT)
Juan Cordero, Chief Operation Officer

Richard F Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:



Robert Vina III
Robert Vina III (Sep 22, 2022 16:46 CDT)
Robert Viña, III, Assistant District Attorney

Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

Exhibit "A"
SCOPE OF SERVICES/SPECIFICATIONS



2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

ADDENDUM #1

09.13.22

September 12, 2022

**RE: HIDALGO COUNTY - REQUEST FOR SEALED QUOTES
RFSQ NO.: 22-0577-09-15-MEG "EMS-AMBULANCE SERVICES"**

Good afternoon,

Hidalgo County Precinct 3 is currently soliciting to contract with licensed provider(s) of "Ambulance Services" that meet and/or exceed the specifications/requirements. The contract will be for six (6) months with option to renew an additional six (6) months. Hidalgo County has the option to terminate the contract with a 60 day written notice. Hidalgo County reserves the right to add additional sites and ambulances as needed.

Requirements/Specifications:

- (2) two ALS Level Ambulances for Pct. 1
- (2) two ALS Level Ambulances for Pct. 3
- At least (1) one Supervisor at all times
- For Rural Area located within Pct. 3 and Pct. 1
- Response Time: within 15 minutes of time call
- Identified backup service for overflow traffic
- Insurance requirements (see attached)

DELIVER TO:

Eduardo Belmarez, MBA, CPM, Purchasing Director
ATTN: Elena Gomez, Contract Specialist II
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

SUBMISSION DEADLINE AND SEALED QUOTE:

Please submit a response no later than **Thursday September 15, 2022 before 12:00 noon.**

We thank you for your attention and possible participation.

Sincerely,

Elena Gomez

Elena Gomez, Contract Specialist II
Hidalgo County Purchasing Department
956-318-2626 ext. 4858
Elena.gomez@co.hidalgo.tx.us

Exhibit "B"
COST (SUBSIDY) PROPOSAL

APPENDIX B
Hidalgo County
"Ambulance Services"

ADDENDUM #1

09.13.22

Fee Schedule	
Services	Monthly Fee
OPTION 1 (2 units) Precinct 1	Decline PCT 7 \$ _____
OPTION 2 (2 units) Precinct 3	\$60,000. ⁰⁰
Additional Units	\$30,000. ⁰⁰

Will your company be able to provide services within the 15 minute response time

Yes
 No

BIDDER/COMPANY NAME:

Skyline EMS Inc.

ADDRESS:

600 E. Griffing Parkway Suite B

CITY/STATE/ZIP CODE:

Mission Tx 78572

CELLULAR NO:

956-240-4448 office 956-682-7222

E-MAIL ADDRESS:

Skyline.ems@gmail.com

AUTHORIZED SIGNATURE:



PRINTED NAME:

Juan Cordero

TITLE

Chief Operations Officer

Exhibit "C"
CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

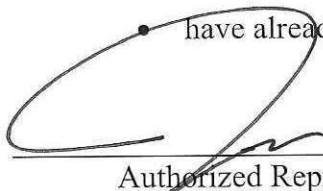
I, Juan Cordero, authorized representative for Skyline Ems,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____
Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of certificate of insurance.



Authorized Representative

9/15/2022
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Juan Cordova, possess all of the **APPLICABLE**:

- 1. Licenses: Texas Department of State Health Services
- 2. Bonds: yes
- 3. Certificates: yes
- 4. Permits: yes
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**



Authorized Signature

Skyline EMS

Company

9/15/2022

Date

600 E. Griffling Parkway Suite B

Address

Mission Tx 78572

City, State, Zip












C-22-0577B-09-20 SKYLINE EMS Inc. Pct. 3

Final Audit Report


2022-09-26

Created:	2022-09-26
By:	Elena Gomez (elena.gomez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1EG5LE0_TI3-Ef8ATzAc05bB3o6TXD7j


"C-22-0577B-09-20 SKYLINE EMS Inc. Pct. 3" History

-  Document created by Elena Gomez (elena.gomez@co.hidalgo.tx.us)
2022-09-26 - 2:42:29 PM GMT
-  Document emailed to carolyn.thornton@co.hidalgo.tx.us for approval
2022-09-26 - 2:43:44 PM GMT
-  Email viewed by carolyn.thornton@co.hidalgo.tx.us
2022-09-26 - 2:44:44 PM GMT
-  Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton
2022-09-26 - 2:47:49 PM GMT
-  Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)
Approval Date: 2022-09-26 - 2:47:50 PM GMT - Time Source: server
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2022-09-26 - 2:47:53 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us
2022-09-26 - 3:00:55 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr
2022-09-26 - 3:02:06 PM GMT
-  Document e-signed by Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2022-09-26 - 3:02:08 PM GMT - Time Source: server
-  Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval
2022-09-26 - 3:02:11 PM GMT
-  Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)
2022-09-26 - 3:23:46 PM GMT



 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-09-26 - 3:24:56 PM GMT - Time Source: server

 Agreement completed.

2022-09-26 - 3:24:56 PM GMT

