

THE STATE OF TEXAS

CITY OF LOS FRESNOS

EMERGENCY MEDICAL SERVICE CONTRACT

This is a Contract and Agreement made and entered into on the date set forth preceding the signatures of the parties herein and the parties herein mutually agree as follows:

I. CONTRACT

The parties to this Agreement are the **City of Los Fresnos, Texas** a municipal corporation located in Cameron County, Texas and the **Los Fresnos Ambulance Service, Inc.**, a non-profit corporation located in Cameron County, Texas. The City of Los Fresnos, Texas is hereinafter referred to as "City", and the Los Fresnos Ambulance Service is hereinafter referred to as a "Provider".

II. PROVISIONS OF CONTRACT

During the term of this Agreement, the Provider agrees to furnish emergency medical services to the residents of the City within the limits of the City. The service will include non-emergency services. The Provider will be the exclusive provider for emergency and non-emergency medical services. In performing its obligations under this Agreement, the Provider agrees to answer all calls referred to it by agents or representatives of the City and/or any resident or tenant of the City who may be in need of medical services which the Provider undertakes to provide by this Agreement.

III. COMPENSATION

The City agrees to pay the Provider the following amounts for said services.

- Fiscal Year 2024-2025 \$180,000, \$45,000 per quarter
- Fiscal Year 2025-2026 \$190,000, \$47,500 per quarter
- Fiscal Year 2026-2027, \$200,000, \$50,000 per quarter

Quarterly installments will be made on the following dates: December 1, March 1, June 1, and September 1.

The City further agrees to provide for the length of the contract insurance coverage to the Provider under the City's existing insurance policies, and the Provider agrees to reimburse the City for all insurance premiums incurred and paid as a result of or on behalf of the Provider's assets, property, and equipment. Such insurance needs include, without limitation and as examples only, Worker's Compensation, General Liability, Vehicle Liability, and Error & Omissions. The City will provide 24 hours, 7 days per week dispatching service through the City's Police Department. The City will provide water and sewer to the EMS station. The City will provide lawn maintenance for the Emergency Services Facility.

IV. REPORTS

It is agreed that the Provider shall provide a written report every quarter summarizing said services rendered to the City during that period, with said report listing all calls by date and nature of call. The report shall be due January 5, April 5, July 5, and October 5.

V. TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years beginning October 1, 2024 and ending September 30, 2027, but as renewable as provided hereunder.

VI. TERMINATION OF RENEWAL

Should either party intend to renegotiate this Contract, it shall notify the other in writing not later than August 1, 2027 and each succeeding year. If such negotiations have not been completed on or before the beginning of that fiscal year, both parties expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty (30) days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth day of said period. However, the Contract obligations of both parties shall be extended an additional sixty (60) day period beyond the end of the negotiation period to allow the City to secure alternate services. At the end of this second period, this Contract shall terminate.

In the event neither part notifies the other of its intention not to renew this Contract, the parties may assume that this Contract will be renewed at the same terms and conditions as presently agreed upon in this Contract with the rate of \$200,000 per year.

VII. FINANCIAL REPORTS AND AUDITS

The Provider shall provide the City with an annual audit within a reasonable time.

VIII. ENTIRE AGREEMENT

This Contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

Executed in duplicate by the Mayor of the City and the President of the Provider, both of who are duly authorized to represent and bind said parties to the terms and conditions of the contract, as set forth.

PASSED AND APPROVED this 10TH day of September, 2024 by the City Council of Los Fresnos.

CITY OF LOS FRESNOS

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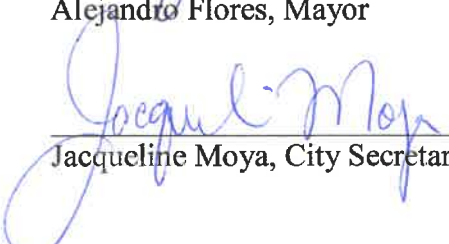
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PASSED AND APPROVED this 10th day of September, 2024 by the City Council of the City of Los Fresnos.

CITY OF LOS FRESNOS

BY: 
Alejandro Flores, Mayor

DATE: 9/10/24


Jacqueline Moya, City Secretary

DATE: 9/10/24

LOS FRESNOS VOLUNTEER FIRE DEPARTMENT, INC.

BY: 
Gene Daniels, Chief

DATE: 9/30/24


Damian Hairston, Secretary

DATE: 9/30/24

