

EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT

This Emergency Medical Services Interlocal Agreement, effective as of October 1, 2008 (this "Agreement"), is between the City of Schertz, Texas, a political subdivision of the State of Texas (the "City"), and the «Company», a political subdivision of the State of Texas (the "Contracting Jurisdiction").

WHEREAS, the City has an emergency medical services department known as Schertz EMS (the "Department") which provides certain emergency medical services within the City and, by interlocal agreement, within other jurisdictions;

WHEREAS, the Contracting Jurisdiction desires to contract with the City for the provision of certain emergency medical services within the Contracting Jurisdiction in order to preserve and protect the health and safety of persons within the Contracting Jurisdiction;

WHEREAS, the City and the Contracting Jurisdiction have determined to enter into this Agreement relating to the provision of certain emergency medical services within the Contracting Jurisdiction and to set out the terms, rights, duties, and responsibilities of the City and the Contracting Jurisdiction with respect thereto;

WHEREAS, the City and the Contracting Jurisdiction have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the Contracting Jurisdiction are political subdivisions of the State of Texas and are authorized the execute this Agreement pursuant to Texas Government Code Chapter 791.001, as amended;

NOW, THEREFORE, THE CITY AND THE CONTRACTING JURISDICTION, ACTING BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, HEREBY COVENANT AND AGREE AS FOLLOWS:

Section 1. Purpose. (a) The City agrees that during the term of this Agreement the City shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (the "Emergency Medical Services") within the jurisdiction of the Contracting Jurisdiction (the "Service Area"). The Contracting Jurisdiction understands and agrees that timeliness of response is dependent on the level of demand throughout the Department's response area and that calls are answered on a next-available-ambulance basis.

(b) The Contracting Jurisdiction shall arrange for dispatch of requests for assistance directly to the Department by the Department's radio frequency or via telephone to the Department's primary dispatch agency (City of Schertz Police Department). Such dispatch services shall be initiated on the radio frequency specified and in a manner approved by the Department.

(c) The Department shall observe and comply with all applicable federal, state, county, and City laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(d) The City agrees to permit the Contracting Jurisdiction to review the Department's run statistics maintained in the Department's offices. Due to patient privacy considerations, reports containing specific patient information shall not be made available to the Contracting Jurisdiction without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

Section 2. Term and Renewal . This Agreement shall be for a term commencing with the effective date of this Agreement through and including September 30, 2009 (the "Initial Term"). This Agreement shall thereafter shall be automatically renewed for four (4) succeeding periods of one year (each, a "Renewal Term") unless either party to this Agreement notifies the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided not less than ninety (90) days prior to the end of the Initial Term or any Renewal Term.

Section 3. Consideration. (a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term and each Renewal Term, the Contracting Jurisdiction agrees to pay the City \$11.50 per citizen based upon the most recent population estimates as agreed upon by the Contracting Jurisdiction and the City payable in four equal installments on the first day of each quarter of the Contracting Jurisdiction's fiscal year. This Initial Term payment will be «PerCapita» based upon a population of «Population»people.

(b) Prior to the beginning of each Renewal Term, the Consideration per citizen may be increased based upon the most recent 12-month Consumer Price Index for All Urban Consumers (CPI-U) for Medical Care to a maximum of 3%. In addition, population estimates for the Service Area shall be updated for each Renewal Term and shall be effective with the beginning of each Renewal Term.

(c) Any party paying for the performance of governmental functions or services must make such payments from current revenues available to the paying party.

(d) The Contracting Jurisdiction agrees that, in addition to the fee payable by the Contracting Jurisdiction to the City pursuant to Section 3(a), patients shall be billed by the City for all services rendered to them by the Department. The Contracting Jurisdiction agrees to assist the City in developing information to permit the City to collect such charges. In no event shall the City or the Contracting Jurisdiction be responsible for payment of such patient charges.

Section 4. Authorization. This Agreement has been duly authorized by the governing bodies of the City and the Contracting Jurisdiction.

Section 5. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 6. Amendments. This Agreement represents the complete understanding of the City and the Contracting Jurisdiction with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties and the consent of the City.

Section 7. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

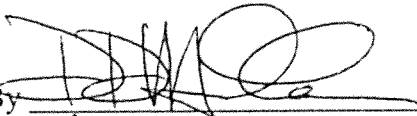
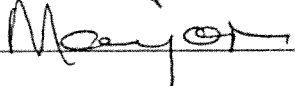
[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have entered into this Emergency Medical Services Interlocal Agreement, effective as of the date first above written.

CITY OF SCHERTZ, TEXAS

By  _____
City Manager

CITY OF SANTA CLARA, TEXAS

By  _____
Title  _____