



AGREEMENT

STATE OF TEXAS

KNOW ALL MEN THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, The CITY OF SEABROOK is desirous of obtaining the services of the CLEAR LAKE EMERGENCY MEDICAL CORPS to provide emergency medical care and transportation for the sick and injured within the corporate limits of the CITY OF SEABROOK; and

WHEREAS, The CLEAR LAKE EMERGENCY MEDICAL CORPS is desirous to provide effective emergency medical care and transportation for the sick and injured for the CITY OF SEABROOK; and

WHEREAS, it is the desire of both parties that the CLEAR LAKE EMERGENCY MEDICAL CORPS receive adequate compensation to provide the necessary personnel and/or equipment to be use in providing this service within the geographical area served by the CITY OF SEABROOK; and

WHEREAS, it is the desire of parties hereto to evidence herein their agreement;

THEREFORE, this agreement for services and compensation is entered into by and between the CITY OF SEABROOK, acting by and through its duly constituted and acting representative, and the CLEAR LAKE EMERGENCY MEDICAL CORPS, hereinafter styled "CLEMC", acting by and through its duly constituted and acting President:

WITNESSETH:

1. The CLEMC agrees to provide effective emergency medical care and transportation for the sick and injured twenty-four (24) per day seven (7) days per week within the geographical area served by the CITY OF SEABROOK, consistent with CLEMC's responsibility to provide the service to other contributing surrounding communities during the period of the agreement.
2. CLEMC will respond to such emergencies using MICU capable ambulances, MICU as defined by the Texas Department of Health.

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3. CLEMC agrees to respond to all requests for emergency ambulance service within the service area within 9 minutes 59 seconds 90 percent of the time. Time will start when the call for service is accepted and end when the ambulance or a Paramedic Supervisor capable of initiating MICU level care calls out on scene.

4. The CITY OF SEABROOK agrees to compensate the CLEMC for their emergency medical care and transportation of the sick and injured. The amount of the compensation is to be determined annually based upon an equitable percentage of use by the CITY OF SEABROOK in relation to the total amount of calls for service received by the CLEMC during a mutually agreed upon preceding 12 month period of call for service information for those communities represented on the CLEMC Board of Directors. The percentage of use will be applied to the total funding amount the CLEMC Board of Directors determines necessary to ensure the CLEMC remains financially solvent. The Board being fiscally responsible will establish a budget by August 1 of each year.

5. Non-payment of annual fees within 45 days of due date will automatically terminate this contract and service by the CLEMC to CITY OF SEABROOK. Annual fees may be paid in annual, semi-annual, quarterly, or monthly increments beginning October 1, 2008.

6. The parties agree that this agreement shall begin October 1, 2008, continuing thereafter on a yearly basis under the same terms and conditions as hereinafter set forth until notice of termination is given by either party.

7. It is agreed that on or after October 1, 2008, either party may terminate this agreement by giving notice in writing to the other party at least ninety (90) days prior to the date of the proposed termination by United States Mail, Certified, and Return Receipt Requested.

8. The parties agree that as of October 1, 2008, and yearly thereafter, the CLEMC will provide a copy of its annual financial statement if requested by the CITY OF SEABROOK.

9. The parties agree that the CITY OF SEABROOK will have one (1) representative on the CLEMC Board of Directors per every 5,000 in population or fraction thereof.

76 10. The parties agree that should the CLEMC cease operations, that all of its tangible assets
77 shall revert to the contributing communities on a pro rata basis based upon the sum of
78 "start-up" and yearly contributions.
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80 11. The parties agree that should the CITY OF SEABROOK decide to terminate its
81 relationship with the CLEMC for any reason, the CITY OF SEABROOK will forfeit any
82 and all present and future claims against tangible assets or funds previously provided to
83 the CLEMC.
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85 12. The parties agree that should the CLEMC decide to terminate its relationship with the
86 CITY OF SEABROOK for any reason, the CITY OF SEABROOK will be entitled to a pro-
87 rata refund for the funds committed for the remainder of the current contract year. Any
88 and all tangible assets of the CLEMC will continue to be the property of CLEMC and are
89 not subject to claim by any party other than the CLEMC.
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91 13. The CLEMC agrees to protect and save the CITY OF SEABROOK, its agents and
92 employees harmless from and against all claims, demands, and causes of action of every
93 kind and character as a result of any injuries or damages received or sustained by any
94 person or property caused by or in any way resulting from the willful or negligent acts or
95 omissions of the CLEMC, its agents, employees, members, representatives or
96 subcontractors. The CLEMC shall be responsible for all damages and losses sustained
97 by the CLEMC to its equipment utilized in the performance of the service hereunder.
98 NOTWITHSTANDING THE FOREGOING, CLEMC AND ITS PERSONNEL MAY
99 ASSERT ALL LEGAL DEFENSES AVAILABLE TO IT AND ITS PERSONNEL AGAINST
100 ANY THIRD PARTIES BRINGING ANY SUCH CLAIMS, DEMANDS OR CAUSES OF
101 ACTION AGAINST ANY PARTY TO THIS AGREEMENT.
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103 WITNESS our hands in duplicate, this the 5 day of May, 2009, with the
104 effective date of October 1, 2008.
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106 CITY OF SEABROOK



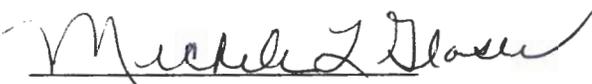
107
108 BY: Gary T. Renola
109 GARY T. RENOLA, MAYOR
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113 ATTEST:

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117 Michele L. Glaser, TRMC

118 City Secretary

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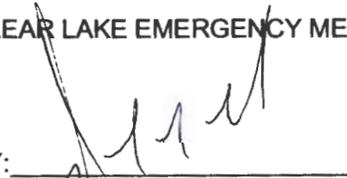
CLEAR LAKE EMERGENCY MEDICAL CORPS

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BY:



President

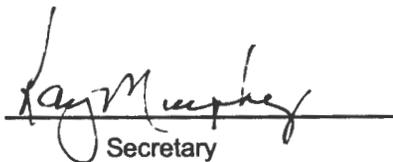
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127 ATTEST:

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Secretary

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