

AGREEMENT

STATE OF TEXAS

KNOW ALL MEN THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, The CITY OF SHOREACRES 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 SHOREACRES; 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 SHOREACRES; 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 SHOREACRES; 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 SHOREACRES, 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 SHOREACRES, 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.

3. CLEMC agrees that its goal is 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. It is understood and agreed by the CLEMC and the CITY OF SHOREACRES that should the CLEMC be unable to meet this response standard by June 1, 2007, the CITY OF SHOREACRES will be entitled to terminate this agreement on its subsequent renewal date without prejudice of any type, without additional notifications.
4. The CITY OF SHOREACRES 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 SHOREACRES 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. However, it is mutually agreed and understood by both the CITY OF SHOREACRES and by the CLEMC that the any projected monetary amount for subsequent years after this contract takes effect shall not exceed 115% of the previous annual amount calculated under this paragraph.
5. Non-payment of annual fees within 90 days of due date will automatically terminate this contract and service by the CLEMC to CITY OF SHOREACRES
6. The parties agree that this agreement shall begin October 1, 2004, 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, 2004, 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, 2004, and yearly thereafter, the CLEMC will provide an audited statement if requested by the CITY OF SHOREACRES and paid solely by the CITY OF SHOREACRES showing an accounting of all funds received and expended by the CLEMC.

9. The parties agree that the CITY OF SHOREACRES will have one (1) representative on the CLEMC Board of Directors per every 5,000 in population or fraction thereof.
10. The parties agree that should the CLEMC cease operations, that all of its tangible assets shall revert to the contributing communities on a pro rata basis based upon the sum of "start-up" and yearly contributions.
11. The parties agree that should the CITY OF SHOREACRES decide to terminate its relationship with the CLEMC for any reason, the CITY OF SHOREACRES will forfeit any and all present and future claims against tangible assets or funds previously provided to the CLEMC.
12. The parties agree that should the CLEMC decide to terminate its relationship with the CITY OF SHOREACRES for any reason, the CITY OF SHOREACRES will be entitled to a pro-rata refund for the funds committed for the remainder of the current contract year. Any and all tangible assets of the CLEMC will continue to be the property of CLEMC and are not subject to claim by any party other than the CLEMC.
13. The CLEMC agrees to protect and save the CITY OF SHOREACRES, its agents and employees harmless from and against all claims, demands, and causes of action of every kind and character as a result of any injuries or damages received or sustained by any person or property caused by or in any way resulting from the willful or negligent acts or omissions of the CLEMC, its agents, employees, members, representatives or subcontractors. The CLEMC shall be responsible for all damages and losses sustained by the CLEMC to its equipment utilized in the performance of the service hereunder. NOTWITHSTANDING THE FOREGOING, CLEMC AND ITS PERSONNEL MAY ASSERT ALL LEGAL DEFENSES AVAILABLE TO IT AND ITS PERSONNEL AGAINST ANY THIRD PARTIES BRINGING ANY SUCH CLAIMS, DEMANDS OR CAUSES OF ACTION AGAINST ANY PARTY TO THIS AGREEMENT.

WITNESS our hands in duplicate, this the 23 day of August, 2004,
with the effective date of October 1, 2004.

CITY OF SHOREACRES

BY: Nancy L. Glendon

ATTEST:

[Signature]

CLEAR LAKE EMERGENCY MEDICAL CORPS

BY: [Signature]
President

ATTEST:

[Signature]
Secretary

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