
City Council Regular Meeting

DEPARTMENT: Fire/EMS

FROM: Casey Davis, Fire Chief

MEETING: May 5, 2025

SUBJECT:

Consider and take possible action on a Fire, Rescue, and Medical Services Interlocal and Mutual Aid Agreement between the City of Burleson and the City of Cleburne, to enhance fire, rescue and emergency medical services capabilities within the City of Burleson and the City of Cleburne service area. *(Staff Contact: Casey Davis, Fire Chief)*

SUMMARY:

The Burleson Fire/EMS Department is presenting for your consideration a newly negotiated Mutual Aid Agreement between the City of Burleson and the City of Cleburne. While Burleson and Cleburne have historically provided mutual aid support on rare occasions to one another during emergencies, this agreement formally establishes that partnership and better aligns with the operational, legal, and medical oversight requirements of today's emergency response environment.

This new agreement replaces any previous informal arrangements and outlines the responsibilities and expectations of each party when requesting or providing mutual aid, whether in an emergency or a non-emergency setting. It affirms that either agency may respond when resources allow, with the responding agency maintaining full discretion over deployment based on the safety and protection of its own jurisdiction.

In addition to the provisions for emergency and non-emergency response, the agreement also allows for the shared use of facilities, vehicles, equipment, and other resources when mutually agreed upon. This added flexibility strengthens our regional preparedness by enabling both departments to support one another beyond typical mutual aid responses. It is important to note that under this agreement, each agency remains solely responsible for the acts, negligence, and well-being of its own personnel. This includes maintaining proper insurance coverage, workers' compensation, and liability protections for their employees, even when operating in the jurisdiction of the other party.

A significant component of this agreement is the mutual certification of "medically equivalent services," which ensures that both agencies provide substantially comparable levels of care in EMS services. This certification must be affirmed by each agency's Chief Medical Officer and can be revoked at any time if deemed necessary, which would result in the immediate termination of the agreement.

Other key provisions include clarification of incident command structure, release from duty protocols, insurance and liability coverage, and third-party billing responsibilities. It also outlines a process for handling any extraordinary services that may be requested outside the normal scope of mutual aid. Such services would require written agreement in advance, including cost terms, before any reimbursement would occur.

There are no anticipated expenditures associated with this agreement. Each agency remains responsible for its own personnel, insurance, and operational costs under mutual aid responses.

RECOMMENDATION:

Staff recommends approval of this agreement

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

There are no expenditures proposed in connection with this agreement.

STAFF CONTACT:

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