

FIRE, RESCUE, & MEDICAL SERVICES INTERLOCAL AGREEMENT MUTUAL AID AGREEMENT

THIS AGREEMENT is made between City of Burleson, Texas (“Agency”) and the City of Cleburne, Texas (“City”). The parties may be mutually referred to as the “Parties” or individually as a “Party.”

WHEREAS, the Parties maintain paid and/or volunteer fire, rescue, and emergency medical services, together with personnel and equipment used to provide such services;

WHEREAS, more than one emergency may arise contemporaneously resulting in greater demands than the manpower and/or equipment of a Party can handle or an emergency may arise that is of such intensity that it cannot be handled solely by the equipment and manpower of the Party;

WHEREAS, non-emergency or scheduled requests for assistance may arise that cannot be performed with the manpower of a Party;

WHEREAS, circumstances may arise that necessitate the use of facilities, equipment, vehicles, apparatus, or any other resources available through the fire/EMS services of either Party;

WHEREAS, the Parties desire that this Agreement be effective as of the Commencement Date; and

WHEREAS, the Parties are committed to collaborating in good faith to develop a comprehensive approach to responding to emergency and non-emergency requests for services.

NOW, THEREFORE, in consideration of the mutual covenants, performances, and agreements hereafter set forth, it is mutually understood and agreed between the Parties as follows:

Article 1. Definitions. The “Answering Agency” is the Agency that responds to the request for emergency services or non-emergency services. The “Requesting Agency” is the Agency requesting services assistance under this Agreement.

Article 2. Mutual Assistance and Aid. Subject to the exceptions stated below, the Parties agree to respond when possible, to requests for emergency or non-emergency services assistance. These requests by the Requesting Agency may or may not originate within jurisdictional boundaries of the Answering Agency. The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Answering Agency, subject, however, to the terms of this Agreement. Included in such Answering Agency's discretion shall be a determination of whether or not such a request for assistance may be answered without jeopardizing the safety and protection of the citizens and property of the Answering Agency. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting Agency.

Article 3. Requests for Assistance and Aid. An authorized official representing a Requesting

Agency shall make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency shall be subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency.

- 3.1 Any request for assistance hereunder should include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency shall determine the type and quantity of equipment and personnel to be furnished.
- 3.2 The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the official(s) of that Answering Agency. If the Answering Agency accepts a request for aid hereunder, the Answering Agency agrees to respond promptly and shall assume full responsibility for the service from that point forward.

Article 4. Emergency and Non-Emergency Services. When emergency or non-emergency services, including fire suppression, rescue operations, or emergency medical services (EMS), are requested, the Answering Agency shall dispatch its personnel and resources to the incident location and report to the Incident Commander ("IC") or another designated scene commander.

If no IC or other designated scene commander is present upon arrival, the Answering Agency shall assume the role of IC until such time that the Requesting Agency arrives or another IC is designated. In this role, the Answering Agency will be responsible for the coordination of all activities at the scene, ensuring safety and effective operations, until command is transferred to the Requesting Agency.

All activities conducted by the Answering Agency's personnel shall be coordinated with the IC to ensure unified command. However, the equipment and personnel of the Answering Agency will remain under the ultimate supervision of its designated personnel. The Answering Agency will coordinate its efforts with the IC while ensuring adherence to its internal policies, protocols, and regulations. At no time shall the Answering Agency be required to act in a manner contrary to the standing orders or protocols of its physician advisor, Chief Medical Officer, or Fire/EMS leadership.

Circumstances may arise that necessitate the use of facilities, equipment, vehicles, apparatus, or any other resources available through the fire, rescue, and EMS services of either Party. The sharing and utilization of these resources will be facilitated by mutual agreement, ensuring both Parties can respond effectively to emergencies or provide non-emergency assistance as needed.

In cases where the Answering Agency responds to a mutual aid call and the Requesting Agency has not yet arrived on scene, the Answering Agency will follow its own treatment protocols and procedures as directed by its physician advisor, Chief Medical Officer, or other medical control.

During such mutual aid responses, the personnel of the Answering Agency shall maintain

communication with their own medical base or fire command for further orders and direction, including the designation of treatment sites and other critical decisions. It is agreed that the Answering Agency shall not be responsible for any response time compliance or penalties under this Agreement.

Article 5. Release of Answering Agency. For both emergency and non-emergency services, the Answering Agency shall be released from duty by the Requesting Agency or IC when its services are no longer required, or when the Answering Agency, in its discretion, determines that its resources are needed elsewhere.

For non-emergency services, the Answering Agency will be released when its services are complete, the Requesting Agency notifies the Answering Agency that its services are no longer required, or when the Answering Agency determines that its resources are needed elsewhere.

Article 6. Rights and Privileges Retained. The personnel of each Agency, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, shall have and retain all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Agency. Additionally, the Answering Agency's physician advisor and appropriate medical protocols shall govern the Answering Agency's actions.

Texas Government Code Section 791.011(d) specifies that an interlocal contract must specify that each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement.

Each Party shall be responsible for its sole negligence and agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all their officers, employees, and agents acting under its direction. Each Party shall maintain general liability insurance to cover the Party's owned or leased assets. Each Party shall provide liability insurance to cover the acts and omissions of either Party, its officers, employees, and agents performing obligations under this Agreement.

The assignment of liability under this Agreement is made pursuant to Section 791.006 of the Texas Government Code, as amended, and the assignment of liability under this Agreement is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

Article 7. Compensation and Billing. The Answering Agency shall be responsible for all patient and third-party billing and agrees that the rates to be billed shall comply with applicable laws. However, the Answering Agency is not required to honor the terms of any membership or subscription programs in force in the Requesting Agency's jurisdiction with regard to ground ambulance service performed for a member subscriber pursuant to this Agreement.

Article 8. Indemnification. To the extent permitted by law, each Agency will indemnify and hold the other Agency harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying Agency related to the performance of

this Agreement. Such indemnification for acts occurring or alleged to have occurred during the Term of this Agreement shall survive the termination of the Agreement for any reason. Nothing in this provision shall otherwise limit or waive any other immunity or defense available to either Agency or its agents and employees.

Article 9. Insurance. Each Agency represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

9.1 Each Agency's coverage shall extend to its officers, agents, and employees.

9.2 Each Agency shall provide a certificate of insurance to the other which will provide that the policy or coverage thereunder cannot be altered or terminated without thirty (30) days written notice by the insurance carrier to the other Party to this Agreement.

Article 10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses:

If to City of Cleburne:

Attn: City Manager
10 N. Robinson St.
P.O. Box 677
Cleburne, Texas 76033

If to Agency:

City of Burleson, Texas
Attn: City Manager
141 W. Renfro St.
Burleson, Texas 76082

Article 11. Term. The initial term of this Agreement shall be one (1) year, commencing on the Commencement Date hereof, and this Agreement shall automatically renew for subsequent one (1)-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term."

Article 12. Termination. Either Agency may terminate this Agreement:

12.1 at any time without cause and at its sole discretion upon thirty (30) days written notice to the other Party; or

12.2 immediately upon the material breach of this Agreement by the other Party.

Article 13. Referrals. It is not the intent of either Party that any remuneration, benefit, or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the Parties reasonably believe to be a fair market value for the services provided.

Article 14. Relationship. In the performance of this Agreement, each Party hereto shall be, as to the other, an independent contractor, and neither Party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other.

14.1 Nothing contained in this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities, or medical care rendered by the other Party.

14.2 The Parties' administrative staff shall meet on a regular basis if needed to address issues of mutual concern related to the provision of aid and the Parties' respective rights and obligations hereunder.

14.3 It is agreed that the Parties shall not be liable for payment of any salary, wages, or other compensation for any of the other Party's personnel performing services under this Agreement.

Article 15. Force Majeure. Neither Party shall be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, or other circumstances not reasonably within its control.

Article 16. Compliance. The Parties will comply in all material respects with all applicable federal, state, and local laws and regulations, including the federal Anti-kickback Statute. Each Party's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

Article 17. Medically Equivalent Services.

Both Parties agree that the level of services provided under this Agreement shall be deemed medically equivalent, ensuring that each Agency delivers substantially the same quality of care, including fire, rescue, and EMS services, as provided by the City of Burleson.

This Agreement is expressly conditioned upon the mutual certification of "medically equivalent services" by both the Chief Medical Officer or Medical Director of each Agency. Both Medical Directors must agree, in their sole discretion, that the services offered by the other Agency meet

the standard of substantial medical equivalence.

The determination of substantial medical equivalence does not necessarily require identical on-board equipment, training requirements, or medical protocols between the agencies, as long as both Medical Directors agree that the overall level of care remains comparable.

Additionally, either Agency's Chief Medical Officer or Medical Director may, at any time and in their sole discretion, revoke the certification of "substantial medical equivalence" by providing notice to the other Agency. Upon such notice, this Agreement shall immediately terminate.

Article 18. Medical Oversight. The Parties agree that they will cooperate fully with and participate in any medical audit requested or conducted by either Party's medical control authority, or either Party's Chief Medical Officer or Medical Director involving ambulance runs provided under this Agreement with which Parties were medically involved.

- 18.1 The Parties hereto agree that the dispatch center for the Answering Agency shall accurately document the response times for any calls referred and shall report those times to the Requesting Agency for the purpose of monitoring overall response time performance.

Article 19. Non-Exclusion. Each Party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a).

- 19.1 Each Party further represents and certifies that it is not ineligible to participate in federal health care programs or in any other state or federal government payment program.
- 19.2 Each Party agrees that if DHHS/OIG excludes it, the Party must notify the other Party within five (5) days of knowledge of such fact, and the other Party may immediately terminate this Agreement, unless the excluded Party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

Article 20. Miscellaneous. This Agreement (including the Schedules hereto):

- 20.1 constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto;
- 20.2 may be amended only by written instrument executed by both Parties;
- 20.3 may not be assigned by either Party without the written consent of the other Party, such consent not to be unreasonably withheld;
- 20.4 shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns;

20.5 shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; and

20.6 the venue for any action concerning this Agreement shall be in the State District Court of Johnson County, Texas; and

20.7 this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Article 21. Additional Services and Billing. In the event that services are required beyond normal operations, and if mutually agreed upon by both Parties, either Party may bill the other for such additional services. The scope of the services and the associated costs shall be determined and agreed upon in writing prior to the provision of such services. Payment for these services shall be made in accordance with the terms established in the written Agreement.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement to be effective as of _____, 2025 (“Commencement Date”).

City of Cleburne, Texas

By:

Michael Marrero

City Manager

Date: _____, 2025

Signature:_____

City of Burleson, Texas

By:

Tommy Ludwig

City Manager

Date: _____, 2025

Signature:_____