

**MUTUAL AID AGREEMENT AND INTERLOCAL
AGREEMENT BETWEEN CITY OF LA JOYA
FIRE/EMS DEPARTMENT AND CITY OF MISSION
FIRE/EMS DEPARTMENT**

This Interlocal Agreement is made and entered into effective on October ____, 2024 by City of La Joya, Texas Fire/EMS Department (La Joya) and The City of Mission, Texas Fire/EMS Department (Mission) a Texas Home Rule Municipal Corporation, collectively referenced as the Parties or EMS Provider, each acting by and through their authorized agents who have duly executed this Agreement.

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of emergency medical services; and

WHEREAS, the Parties are authorized under Chapter 774 of the Texas Health and Safety Code to contract with each other to provide emergency medical services; and

WHEREAS, the Parties recognize the necessity to cooperate and work together to provide for mutual assistance; and

WHEREAS, the Parties further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective Members; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein the Parties agree as follows:

SECTION 1. Definitions:

As used herein:

- a) "Requesting EMS Provider," shall mean the Provider requesting aid, and
- b) "Responding EMS Provider," shall mean the Provider affording or responding to a call for aid.

SECTION 2. Mutual Aid and Contingency Agreement

The EMS Providers mutually agree to provide mutual aid service to each other.

SECTION 3. Authority to Respond to Provide Assistance

- a) The authority to make requests for assistance or to provide aid under this Agreement shall reside with the requesting EMS Provider's command personnel or the command personnel's designee. For the purposes of this Agreement, the "requesting EMS Provider" shall mean the incident commander or the incident commander's designee asking for assistance and the "responding EMS Provider" shall mean an officer/supervisor or designee sending assistance. Either one of the EMS Provider shall have the right to request assistance from the other EMS Provider subject to the terms and conditions of this Agreement.

SECTION 4. Requesting Assistance

An EMS Provider may request assistance from the other EMS Provider when the requesting EMS Provider has concluded that such assistance is essential to protect life.

SECTION 5. Responses to Request

Upon request, the responding EMS Provider, upon determination that an emergency exists and subject to the availability of human and equipment resources, shall dispatch EMS personnel and equipment to aid the requesting EMS Provider within 10-15 minutes to the location of the call or incident.

SECTION 6. Personnel and Equipment Provided

The requesting EMS Provider shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

The final decision and the amount and type of equipment to be sent shall be solely that of the responding EMS Provider. The responding EMS Provider shall be immune from any liability in connection with all acts associated herewith provided that the final decision is made reasonable diligence.

No EMS Provider shall make any claim whatsoever against the other EMS Provider for the refusal to send the requested personnel or equipment where such refusal is based on the judgment of the responding EMS Provider that such personnel and equipment are either not available or are needed to provide service in the EMS Provider's response area.

SECTION 7. Command and Control at the Emergency Scene

Both EMS Providers have established Incident Command System (ICS) Standards Operating Procedures (SOPs), and will implement them on all incidents involving mutual aid responses.

The responding EMS Provider's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting EMS Provider. The person in charge of the responding EMS Provider shall meet with the incident commander or appropriate sector officer of the requesting EMS Provider for a briefing and assignment.

The person in charge of the responding EMS Provider shall retain control of the responding EMS Provider's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding EMS Provider's personnel and equipment shall be released by the requesting EMS Provider when the services of the responding EMS Provider are no longer required or when the responding EMS Provider's resources are needed in their primary response area. Responding EMS Provider personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or the appropriate sector officer that they are needed in the EMS Provider's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be constructed to establish an employer/employee relationship.

SECTION 8. Reporting and Record Keeping

The requesting EMS Provider shall maintain records regarding the frequency of the use of this agreement and provide them to the Texas Department of State Health Services upon request. Each EMS Provider shall maintain individual patient care reports.

SECTION 9. No Reimbursement for Costs

No EMS Provider shall be required to reimburse any other EMS Provider for the cost of providing the services set forth in this Agreement for the mutual aid services, except as provided in Section 10 below. Each EMS Provider shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for the responding for requests for mutual aid or contingency response.

SECTION 10. Fees for Ambulance Service

The EMS Provider providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity.

SECTION 11. Liability

Each responding EMS Provider hereby waives all claims against each requesting EMS Provider from compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

The responding EMS Provider assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

SECTION 12. Insurance

Each EMS Provider shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability, and property damage. EMS Providers may self-insure when appropriate.

SECTION 13. Conflict Resolution

From time to time, personnel from one EMS Provider or another may have some concerns or questions regarding this Agreement or the working relationship of the parties.

Should any such issues arise, they should be dealt with by the EMS Provider's chain of command to provide answers or resolution.

SECTION 14. Term of Agreement

This Agreement shall be in full force and effect upon execution by both EMS Providers hereto. This Agreement shall remain in effect up to the time of cancellation by either EMS Provider by giving thirty (30) days' written notice to the other EMS Provider. The Agreement may be amended by written agreement of both EMS Providers.

Any official notices by either EMS Provider must be in writing and sent to the following:

City of La Joya Fire/EMS Department
701 E Expressway 83.
La Joya TX. 78560.

City of Mission Fire Department
415 W Tom Landry St.
Mission TX. 78572

Copy to: City Manager
1201 E. 8th Street
Mission, Texas 78572

SECTION 15. Venue and Choice of Law

This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Hidalgo County, Texas, and venue shall be in any court having jurisdiction in Hidalgo County, Texas.

SECTION 16. Savings Clause

If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable term had never been contained herein.

IN WITNESS THEREOF, the following EMS Providers have duly executed this Agreement:

Fire Chief

Fire Chief

City Manager

City Manager

Mayor

Mayor