

**Interlocal Agreement
Between the City of Palmview and the
City of Mission Regarding
Backup Emergency Medical Services**

This agreement is made and entered into effective on the ____ day of _____ 2021 by the City of Palmview (hereafter "Palmview") and the City of Mission (hereafter "Mission").

WHEREAS, the City of Mission is a home-rule municipal corporation located in Hidalgo County, Texas; and

WHEREAS, the City of Palmview is a home-rule municipal corporation located in Hidalgo County, Texas; and

WHEREAS, Mission and Palmview are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act. TEX. GOV'T CODE ANN. § 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, Mission recognizes the necessity to work with Palmview to provide the Mission Backup Emergency Medical Services (EMS); and

WHEREAS, the Mission further recognizes the need to provide for an organized means of response to calls for EMS within the City of Mission; and

WHEREAS, Palmview owns and operates a state-licensed Mobile Intensive Care Unit (MICU) staffed by certified Emergency Medical Technicians (EMT); and

WHEREAS, Mission and Palmview recognize the benefits and comity that come with working with neighboring communities; it is now therefore

**AGREED BY AND AMONG THE CITIES WHO HAVE DULY EXECUTED
THIS AGREEMENT AS FOLLOWS:**

SECTION 1. Definitions

As used herein: "Requesting city," shall mean the city requesting aid (Mission), and "Responding City," shall mean the EMS Provider (Palmview) affording or responding to a call for assistance.

SECTION 2. Backup EMS Contingency Agreement

Palmview agrees to serve as a Backup EMS provider to Mission.

SECTION 3. Authority to Request and Respond to EMS

The authority to make requests for assistance or to provide aid under this Agreement shall reside with the requesting city command personnel or the command personnel's designee. For purposes of this Agreement, the "requesting city" shall mean the incident commander or the incident commander's designee asking for assistance and the "Responding City" shall mean an officer/supervisor or designee sending assistance.

SECTION 4. Requesting Assistance

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

SECTION 5. Responses to Request

Upon request, the Responding City, 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 city.

SECTION 6. Personnel and Equipment Provided

The requesting city 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 City. The Responding City shall be immune from any liability in connection with all acts associated herewith provided that the final decision is made with reasonable diligence.

The requesting city shall not make any claim whatsoever against the Responding City for refusal to send the requested personnel or equipment where such refusal is based on the judgment of the Responding City that such personnel and equipment are not available for response.

SECTION 7. Command and Control at the Emergency Scene

Established Incident Command System (ICS) and Standard Operating Procedures (SOPs) will be implemented on all incidents involving mutual aid responses.

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

The person in charge of the Responding City shall retain control of the Responding City'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 City's personnel and equipment shall be released by the requesting EMS Provider when the services of the Responding City are no longer required or when the Responding City's resources are needed in their response area. Responding City personnel and

equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they 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 construed to establish an employer/employee relationship.

SECTION 8. Reporting and Record keeping

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

SECTION 9. No Reimbursement for Costs

The requesting city shall not be required to reimburse the Responding City for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in Section 10 below.

SECTION 10. Fees for Ambulance

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

SECTION 11. Liability

Both the requesting city and Responding City hereby waives all claims against each other requesting 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 City 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

The Responding City 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.

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 parties hereto. This Agreement shall remain in effect, unless cancelled by either party by giving thirty (30) days written notice. The Agreement may be amended by agreement of both parties.

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

CITY OF MISSION

By: _____
Dr. Armando O'caña, Mayor

ATTEST:

By: Anna Carrillo, City Secretary

APPROVED AS TO FORM:

Gus Martinez, City Attorney

CITY OF PALMVIEW

By: _____
Gerardo Perez, Mayor

ATTEST:

By: Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Gus Acevedo, City Attorney