

**MUTUAL AID AGREEMENT
BETWEEN
CITY OF MISSION FIRE/EMS AND
Lone Star Ambulance, Inc.**

This agreement is made and entered into effective on the **1st** day of **January 2024**, by **Lone Star Ambulance, Inc.** and City of Mission Fire/EMS. The parties are mutually referred to as "EMS Providers" who have duly executed this Agreement.

WHEREAS, multiple medical emergencies may arise contemporaneously in various parts of the City of Mission resulting in greater demands than the manpower and/or equipment of a single emergency medical service provider can handle or an emergency may arise that is of such intensity that it cannot be handled solely by a single emergency medical service provider; and

WHEREAS, non-emergency or scheduled requests for medical transportation may arise that cannot be performed with the man power of single emergency medical service provider; and

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

WHEREAS, the EMS Providers further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective members.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE EMS PROVIDERS WHO HAVE DULY EXECUTED THIS AGREEMENT 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

Subject to the exceptions stated below, the EMS Providers mutually agree to provide mutual aid service to each other. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting EMS Provider.

SECTION 3. Authority to Respond and Provide Assistance

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. The authority designated in Section 3 of this Agreement shall make all requests for aid. Any request for aid shall include a statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched. If the Responding EMS Provider accepts the request for aid, it agrees to respond promptly and shall assume full responsibility for the medical transportation service from that point forward. For emergency medical services, the Responding EMS Provider shall be released from service as allowed under Section 7 of this Agreement. For non-emergency medical services, a Responding EMS Provider shall be released from service when the services are complete or the Requesting EMS Provider notifies it that the services are no longer required, or when the Responding EMS Provider determines, in its discretion, and communicates to the Requesting EMS Provider that its services are needed at another call or incident.

SECTION 5. Responses to Request

The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Responding EMS Provider, subject to the terms of this Agreement. Included in such Responding EMS Provider's discretion shall be a determination as to whether or not such request for aid may be answered without jeopardizing the safety and protection of the citizens and visitors of Mission, Texas.

The Responding EMS Provider, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the Requesting EMS Provider within 10 minutes to the location of the call or incident.

SECTION 6. Personnel and Equipment Provided

As stated above, the Requesting EMS Provider shall include in its request for assistance statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched.

The final decision and the amount and type of equipment to be sent shall be solely that of the Responding EMS Provider as provided in this Agreement. The Requesting EMS Provider hold the Responding EMS Provider harmless and defend it from any liability in connection with all acts associated herewith provided that the final decision is made with reasonable due diligence.

Specifically, 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 respective 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. At no time shall the Responding EMS Provider be expected to operate contrary to its standing orders or protocols of its physician advisor, internal policies, operating licenses or federal or state regulations.

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 personnel and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer at the location to which the equipment and personnel are dispatched.

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 Responding EMS Provider shall be responsible for all patient and third-party billing, insurance filing and collection activity in compliance with applicable laws.

SECTION 11. Assumption of Liability and Indemnification

Each EMS Provider hereby waives all claims against the other 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.

To the extent allowed by the Texas Constitution and the laws of the State of Texas, each EMS Provider agrees to indemnify and hold the other party, its officers, directors, officials, employees and agents harmless from and against liability claims resulting from or alleged to result from any willful, knowingly, grossly negligent, or negligent act or omission of the other EMS Provider 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 this Agreement for any reason.

SECTION 12. Insurance

Each EMS Provider represents that it has and will maintain such insurance as is required by applicable federal and state law in statutory required amounts 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. Unless the provider is self-insured, Each EMS Provider 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 EMS Provider to this Agreement.

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. Venue

The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Hidalgo County, Texas and each party hereto irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

SECTION 15. 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 for a period of Two (2) years (January 1, 2024 to December 31, 2025) unless cancelled by either EMS Provider by giving thirty (30) day written notice to the other EMS Provider. The Agreement may be amended by agreement of both EMS Providers.

SECTION 16. Termination

Each EMS Provider may terminate this Agreement: (a) at any time without cause and at its sole discretion upon thirty (30) days written notice to the other party or (b) immediately upon the material breach of this Agreement by the other EMS Provider.

SECTION 17. Compliance

Each EMS Provider shall comply with all applicable federal, state and local laws and regulations. Each EMS Provider's ambulances will conform to applicable state and local regulations for medical equipment and be duly licensed for the transportation of patients. All personnel staffing the emergency vehicles shall be licensed or certified as required by applicable law.

SECTION 18. Medically Equivalent Services

Lone Star Ambulance, Inc. agrees that the level of services provided pursuant to this Agreement shall be substantially medically equivalent to the level of services provided by the CITY OF MISSION FIRE/EMS. The CITY OF MISSION FIRE/EMS shall, in its sole discretion, determine whether **Lone Star Ambulance, Inc.**'s level of service shall be deemed "substantially medically equivalent."

SECTION 19. Miscellaneous Provisions

- A. Binding Agreement.** Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
- B. Severability.** If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- C. Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.

D. Recitals. All of the recitals hereof are incorporated into this Agreement as if fully set forth herein.

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

Lone Star Ambulance, Inc.
1200 E. Jasmine Ave
McAllen, TX. 78503

City of Mission Fire/EMS
415 W. Tom Landry
Mission, TX. 78572

Gustavo Martinez
Director of Operations

Adrian Garcia
Fire Chief