

**MUTUAL AID AGREEMENT
BETWEEN
ATASCOSA COUNTY, TEXAS
AND
LONESTAR AMBULANCE SERVICE, LLC**

This Mutual Aid Agreement (“Agreement”) is made and entered into effective as of the ___ day of _____, 2026, by and between Atascosa County, Texas (“County”) and LoneStar Ambulance Service, LLC, a Texas limited liability company (“LoneStar”). The County and LoneStar may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, multiple medical emergencies may occur simultaneously within Atascosa County, Texas, resulting in demands greater than the personnel and equipment resources of a single emergency medical service provider; and

WHEREAS, emergency or non-emergency medical transportation requests may arise that cannot be adequately performed by one provider alone; and

WHEREAS, the Parties recognize the necessity of cooperation and mutual assistance to ensure the protection of life and property; and

WHEREAS, the Parties further recognize the need to establish an organized means of resolving operational issues, concerns, and questions related to mutual aid operations;

SECTION 1. DEFINITIONS

“Requesting EMS Provider” means the Party requesting assistance under this Agreement. “Responding EMS Provider” means the Party providing assistance in response to such request.

SECTION 2. MUTUAL AID AND CONTINGENCY AGREEMENT

The Parties mutually agree to provide emergency and non-emergency mutual aid services to one another when requested, subject to the availability of personnel and equipment and the terms of this Agreement.

SECTION 3. AUTHORITY TO REQUEST AND PROVIDE ASSISTANCE

Authority to request or provide assistance shall reside with the incident commander, supervisory personnel, or designee of the Requesting EMS Provider. Either Party may decline a request if response would compromise its primary service obligations.

SECTION 4. REQUESTING ASSISTANCE

Requests for assistance shall include the type and quantity of personnel and equipment requested and the location to which resources are to be dispatched. Upon acceptance, the Responding EMS Provider shall respond promptly and assume responsibility for patient care and transport services provided.

SECTION 5. RESPONSES TO REQUESTS

The extent of any response, including the selection of personnel and equipment, shall remain within the sole discretion of the Responding EMS Provider.

SECTION 6. PERSONNEL AND EQUIPMENT PROVIDED

The Responding EMS Provider shall determine the final selection of personnel and equipment sent. The Requesting EMS Provider agrees to hold the Responding EMS Provider harmless for decisions made in good faith.

SECTION 7. COMMAND AND CONTROL AT THE EMERGENCY SCENE

The Parties shall operate under Incident Command System (ICS) principles. Responding personnel shall report to the incident commander or sector officer of the Requesting EMS Provider while remaining under the administrative control of their employer. This Agreement does not create an employer-employee relationship.

SECTION 8. REPORTING AND RECORD KEEPING

Each Party shall maintain its own patient care and operational records in compliance with Texas Department of State Health Services requirements and applicable law.

SECTION 9. NO REIMBURSEMENT FOR COSTS

Each Party shall bear its own costs associated with providing mutual aid services, including personnel, equipment, fuel, maintenance, and supplies, unless otherwise agreed in writing.

SECTION 10. FEES FOR AMBULANCE SERVICES

The Responding EMS Provider shall be responsible for all patient billing, insurance filing, and collection activity in compliance with applicable law.

SECTION 11. ASSUMPTION OF LIABILITY AND INDEMNIFICATION

Each Party waives claims against the other for property damage, injury, or death arising from performance under this Agreement, except as permitted by Texas law. Each Party remains responsible for its own acts and omissions.

SECTION 12. INSURANCE

Each Party shall maintain insurance coverage as required by federal and Texas law, including liability and workers' compensation coverage.

SECTION 13. CONFLICT RESOLUTION

Operational issues or disputes arising under this Agreement shall be addressed through the Parties' respective chains of command prior to pursuing formal remedies.

SECTION 14. VENUE

Venue for any dispute arising under this Agreement shall lie exclusively in the state or federal courts located in Atascosa County, Texas.

SECTION 15. TERM OF AGREEMENT

This Agreement shall become effective upon execution and shall remain in effect for a period of two (2) years, unless terminated earlier in accordance with this Agreement.

SECTION 16. TERMINATION

Either Party may terminate this Agreement without cause upon thirty (30) days written notice, or immediately upon material breach by the other Party.

SECTION 17. COMPLIANCE

Each Party shall comply with all applicable federal, state, and local laws, regulations, and licensing requirements governing emergency medical services.

SECTION 18. MEDICALLY EQUIVALENT SERVICES

LoneStar Ambulance Service, LLC represents that services provided under this Agreement shall be substantially medically equivalent to those provided by the County's EMS system, as determined by the County.

SECTION 19. MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire agreement between the Parties. If any provision is held invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

LoneStar Ambulance Service, LLC

By: _____

Alex Rosa, Chief Operations Officer

Date: _____

Atascosa County, Texas

By: _____

Authorized Official

Date: _____