

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF PALMVIEW, TEXAS**

Emergency Medical Services

THIS Interlocal Cooperation Agreement is made on the _____day of _____, 2019, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called COUNTY, and the CITY OF PALMVIEW, TEXAS, hereinafter called CITY, collectively the “Parties”, and made under the authority of Chapter 791.001, of the Texas Government Code, hereinafter the referred to as the “ACT”, as follows:

WHEREAS, the CITY is a local government as defined by the ACT, and is a home-rule municipal corporation located in Hidalgo COUNTY, Texas; and

WHEREAS, the COUNTY of Hidalgo is a local government as defined by the ACT, and a political subdivision of Texas each acting herein by and through its duly authorized officials; and

WHEREAS, CITY and COUNTY are authorized to enter into this agreement pursuant to the Interlocal Cooperation act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the act

WHEREAS, the CITY recognizes the necessity to work with the COUNTY of Hidalgo to provide consistent coverage of Emergency Medical Services (EMS) throughout the entirety of CITY’S existing Fire District, under the current Rural Services Agreement for the benefit of the health and safety of the citizens of the County of Hidalgo; and

WHEREAS, the COUNTY of Hidalgo further recognizes the need to provide for an organized means of response to calls for EMS within CITY’S Fire District; and

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

WHEREAS, the CITY currently provides consistent coverage within their CITY limits and are well prepared to expand the entirety of their Emergency Medical Services to their existing Rural Services Agreement Fire District boundaries; and

WHEREAS, the CITY and the COUNTY of Hidalgo, recognize the enormous benefits of working together and allowing this expansion of the CITY'S Emergency Medical Services;

NOW, THEREFORE, the CITY and the COUNTY, in consideration of the mutual covenants expressed hereinafter agree as follows:

SECTION 1. Emergency Medical Services

Palmview agrees to serve as an Emergency Medical Services (EMS) provider within the CITY Limits and also within the CITY Fire District boundaries allotted under current Rural Services Agreement, more specifically identified herein and incorporated by reference as "Exhibit A" attached to this document, 24 hours per day, seven (7) days per week. The CITY shall, on an as needed basis, utilize the current and/or contracted Hidalgo County Precinct #3 vendor as the secondary provider, as required by state law.

SECTION 2. Authority to Respond to EMS & Recordkeeping

The CITY and/or the entirety of its Fire Department shall dispatch their EMS calls directly. The CITY shall notify the Palmview Emergency Communications Center (E-Comm) of each response. The CITY shall maintain mileage logs for the ambulance(s) on a per response basis to maintain compliance with Medicare and Medicaid requirements.

For at least ninety percent (90%) dispatched calls, as determined by the dispatcher in strict accordance with approved telephone protocols, CITY shall maintain a call-to-one-scene response time of twenty (20) minutes or less. All response time in excess of twenty (20) minutes shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance.

SECTION 4. Personnel, Facilities, and Equipment Provided

In order to comply with the requirements of this Agreement, the CITY will provide own personnel, facilities, vehicles and equipment, including one Mobile Intensive Care Unit (MICU) ambulance, supporting equipment, and an EMS crew consisting of minimum of one (1) Emergency Medical Technician (EMT) and one (1) Emergency Medical Technician (EMT) Paramedic. Personnel, facilities, vehicles and equipment will be available 24 hours per day, seven (7) days per week.

As a condition of this Agreement, the CITY shall hold and maintain throughout the term of this Agreement a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health (the "License"), subject to all terms and conditions of the Act, as may from time to time be amended.

All ambulances operated under the License held by the CITY shall contain all equipment required by the Act and the Specifications, and all persons in the employment of the CITY who provide the emergency medical care in such ambulances shall have the qualifications, skill, and expertise to perform such emergency medical services, which shall include but not limited to all

permits and/or certificates required by the Act, and such persons shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance services, and with the terms of the specifications.

SECTION 5. Reporting and Record Keeping

The CITY shall maintain records regarding the request for service and Patient Care Reports (PCR). All requests for PCRs shall be released through Palmview as per), and HB 300 Health Insurance Portability and Accountability Act (HIPAA).

SECTION 6. Service Rights Revenues & Information

The CITY will not request any reimbursement, funding and/or subsidizing from the COUNTY. The CITY shall solely responsible for any and all operating expenses.

SECTION 7. Indemnification

CITY shall indemnify and hold harmless COUNTY, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against COUNTY arising out of, resulting from, or connected with the provision or failure to provide services under the Agreement. Said indemnity shall cover any act or failure to act by the CITY, its agents or employees.

SECTION 8. Insurance

The CITY shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate by law 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.

Company shall provide insurance in force on all its vehicles and all persons connected with the provision of Services under this Contract naming County as an additional insured, with the coverage, and in the amounts described in the Specifications, and shall furnish to County a certificate of such insurance coverage.

SECTION 9. Immunities

Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal

SECTION 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

SECTION 14. Nondiscrimination

The CITY including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

SECTION 15. Additional Documents

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

SECTION 16. 2 CFR 200.326

Pursuant to 2 CFR 200.326, a non-federal entity's agreements must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, COUNTY agreements under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional agreement clauses. If applicable, required agreement clauses were provided as part of an initial procurement process and are may be incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the following parties have duly executed this Agreement in two (2) duplicate originals:

COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

CITY OF PALMVIEW

By: _____
Ricardo Villarreal, Mayor

ATTEST:

By: Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Eric D. Flores, City Attorney

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

Victor M. Garza, Assistant District Attorney