

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF MERCEDES AND THE COUNTY OF HIDALGO, TEXAS  
RELATED TO EMERGENCY MEDICAL SERVICES**

**THIS AGREEMENT** is made on this the \_\_\_ day of \_\_\_\_\_, 2024 by and between the **CITY OF MERCEDES, TEXAS** (hereinafter referred to as the “**CITY**”) and the **COUNTY OF HIDALGO, TEXAS**, by and through its **Office of Emergency Management**, (hereinafter referred to as the “**COUNTY**”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., hereinafter referred to as the “**Act**”, as follows:

**WITNESSETH:**

**WHEREAS**, the **CITY** is a unit of local government as defined by Chapter 791 of the Texas Government Code and is located in Hidalgo County, Texas; and

**WHEREAS**, **COUNTY** is a local government as defined by the Act, and a county in the State of Texas; and

**WHEREAS**, the safety, health and general welfare of the citizens of Hidalgo County is a common objective of both parties. Further, it is the objective of both parties to collaborate with each other to ensure the citizens of Hidalgo County have access to health care and other emergency medical services; and

**WHEREAS**, the provision of emergency ambulance services are governed under Texas Health & Safety Code and allows both **CITY** and **COUNTY** to provide such services; and

**WHEREAS**, the **COUNTY** pursuant to its authority under the law has procured emergency ambulance equipment for the provision of emergency ambulance services and now desires to contract with **CITY** to ensure the provision of emergency ambulance services to the residents of Hidalgo County and specifically Precinct #1 and the **CITY** has agreed to engage in such services for the public purpose of preserving and protecting the public health and safety of the residents of the County; and

**WHEREAS**, the parties desire that **CITY** assist with providing emergency ambulance services in and for the defined Service Area(s) as per the terms and conditions outlined herein;

**WHEREAS**, the **CITY** and **COUNTY** are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. All of the above recitations are incorporated herein and fully restated.

2. COUNTY AND CITY hereby agree that this Agreement is entered into in order to ensure the provision of emergency ambulance services to residents of Hidalgo County, and specifically those located in Precinct #1, and the CITY has agreed to assist with providing such services as noted in the defined Service Area(s) map attached hereto and incorporated by reference as **Exhibit "A"**.
3. County agrees to render and provide to CITY a total of One (1) ambulance unit for use by CITY for the provisions of emergency ambulance services as outlined in this Agreement.
4. **Consideration.** As consideration for COUNTY providing the emergency ambulance units for use by CITY as described in this Agreement, CITY agrees to pay County the total amount of ten dollars (\$10.00) per unit per month during the contract term, payable against written invoice submitted by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. In exchange for the use of the units, CITY agrees to provide all required licensed emergency medical personnel and staffing necessary to provide emergency ambulance services within the prescribed Service Areas. CITY will further provide the additional responsibilities as further delineated in this Agreement.
  - a. As consideration for the parties fulfilling their respective public and governmental purposes, needs, objectives, and programs, CITY shall provide the Emergency Medical Services and Emergency Medical Priority Dispatching to the Service Area for no additional cost or fees to COUNTY.
5. Responsibilities of COUNTY:
  - a. COUNTY shall provide CITY a total of one (1) unit for provision of emergency medical services in the designated Service Area.
  - b. COUNTY will provide CITY with consumable medical goods with the ambulance unit(s). However, any replacement goods shall then be CITY's responsibility.
  - c. COUNTY will coordinate inspections of ambulance unit(s) provided on a quarterly basis (at a minimum).
6. Responsibilities of CITY:
  - a. CITY shall at all times maintain a valid License issued by the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) Ambulance, Advanced Life Support and Basic Life Support Services providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11.
  - b. During the term of this agreement, the CITY shall respond to calls for emergency medical assistance initiated by law enforcement in Precinct #1 and/or through the E-9-1-1 System within the Service Area.

- c. Request for emergency ambulance services initiated by anyone other than the E-9-1-1 system, or other law enforcement agencies, including fire and police departments in Precinct #1 are not covered by this Interlocal Agreement.
- d. CITY shall employ and manage the necessary personnel for the operation of an emergency communications center. Sufficient qualified personnel shall be present at all times to provide for prompt answering of telephone calls, TTYs or text messages. Although no specific number of personnel are required or imposed the CITY's staffing levels shall be such that callers shall not wait more than 3 rings before a call is answered and a person requesting emergency service shall not be placed on hold once a call has been initiated.
- e. CITY shall provide sufficient personnel, equipment and ambulances on a 24-hour basis to properly and efficiently answer and service all emergency calls that might arise within the subscriber's Service Area. For purposes of this agreement sufficient number of ambulances shall mean one (1) ALS and one (1) MICU or higher services available ambulances at all times, with comparable units available to respond when primary units are in service. The CITY will add one (1) additional ALS Ambulance to the Subscriber's jurisdiction, as necessary.
- f. CITY shall respond to all emergency calls in the Service Area within twenty (20) minutes or sooner 90% of the time or otherwise in accordance with accepted standards of care in the field. CITY will respond in a safe, reasonable and efficient manner and shall comply with all local laws and state laws governing emergency vehicles. The following guidelines shall apply to calculate response times.
  - i. For all emergency calls within the subscriber's jurisdiction or corporate limits, the response time clock shall start with the initial tone out of an active alarm.
  - ii. For all emergency calls within the subscribers jurisdiction or corporate limits, the response time clock shall end with the unit transmission of "unit has arrived on scene"
- g. As required by state law, CITY shall contract with other ambulance companies to serve as a mutual aid provider as back-up for CITY.
- h. CITY shall observe and comply with all applicable federal, state, county, and local laws, rules, ordinances and regulations which in any manner affect the provision of the services described in this agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.
- i. All motor vehicles used for the purpose of providing ambulance service shall be of the Type and Module as required by the Texas Department of State Health Services.
- j. All motor vehicles used for the purpose of providing ambulance service shall be designed and constructed to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean sanitary and first-class mechanical condition at all times. All vehicles shall be in compliance with any State and Federal standards.
- k. No ambulance that has been substantially damaged or altered shall be placed in service within the Service Area.
- l. CITY shall be responsible for maintenance and repair of all vehicles, on-board communications, equipment and communications center facilities in performance of this Agreement.

- m. All ambulances must be individually identified by letter, numbers or a combination thereof, displayed on the front, sides and rear of the unit with letters or numbers at least four (4") in height and must be legible from at least 500ft.
- n. All persons employed by CITY in performing this agreement shall hold the appropriate certifications and/or licenses as required by the Texas Department of Health.
- o. CITY shall ensure the continuous and reliable availability of qualified physician medical control by radio contact with CITY field personnel. It is the responsibility of CITY to ensure that adequate medical field protocols are available at all times.
- p. CITY shall ensure medical quality control is available at all times. CITY's Medical Director shall evaluate all medial protocols and standing orders annually and purchase all controlled substances.
- q. CITY is authorized to charge for services no more than the rates prescribed under CITY's Code of Ordinances. Such rates may be approved by the CITY's governing body.
- r. In consideration of the services rendered to be rendered to patients in the Service Area, City may: (1) to bill the patients or any third party payors (insurers, Medicare, Medicaid, etc.) for the emergency medical services provided by the City to such patients; and (2) to obtain a written assignment of benefits from the patients allowing City the rights to receive payment of any claims or benefits payable for EMS services under any and all insurance policies, employee benefit or medical plans or policies (or the like) and/or third party actions against any responsible tortfeasors.
- s. CITY agrees to keep true and accurate records of its activities undertaken pursuant to this agreement. Such records shall be maintained in accordance with all applicable federal, state and local regulations and will include the following:
  - i. Quarterly reports shall be provided to County with total number of calls in the designated Service Area; and
  - ii. Total number of calls responded to in the County provided ambulance unit;
- t. CITY shall maintain sufficient liability insurance to cover the unit(s) assigned by COUNTY, naming the COUNTY as an additional insured on said policy.
- u. CITY shall maintain adequate records of maintenance and upkeep on the assigned unit(s) along with the medical equipment used in the assigned unit(s) and shall provide copies of same to COUNTY upon request.
- v. CITY shall provide notice to COUNTY of any damages or accidents sustained to the assigned unit(s) within 3 business days.
- w. Any equipment provided by COUNTY that no longer has a useful life shall be returned to COUNTY for disposition.
- x. CITY will be responsible for costs associated with any re-branding of graphics, logos and identifiers it chooses to place on the leased unit.
- y. CITY shall coordinate a monthly meeting with COUNTY, to review monthly summaries of its activities within the Service Area on or before the 15th of each month during the term of this agreement as follows:
  - i. Listing of all EMS calls for service for the previous month broken down by location/address of the call;
  - ii. Type of call;

- iii. Time the call was received, time dispatched and time of arrival;
  - iv. Any calls greater than the allotted response time will be accompanied by an explanation of delayed response
7. **Term.** The term of this Contract shall be for a one year (1) period beginning MARCH 01, 2024, and terminating on, FEBRUARY 28, 2025, (the “Termination Date”) with an option to extend for an additional three (3) one year terms at the same rates, terms and conditions, unless this Agreement is earlier terminated pursuant to the provisions herein. Extension of this Interlocal Agreement may be at the mutual written agreement of both parties.
8. **Termination.** Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other.
9. **Indemnification.** **To the extent allowed under the Constitution and laws of the State of Texas, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney’s fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**
10. This agreement is for coverage only and not a partnership or joint venture. This interlocal agreement shall not be deemed or construed in any way as creating a joint venture, joint enterprise, partnership or any other legal arrangement or relationship between the Parties other than an interlocal cooperation contract under Chapter 791.
11. The Parties expressly agree that all services to be performed by the City under this agreement are limited to the exercise of a “governmental function” as defined by Section 101.0215 of the Texas Civil Practice & Remedies Code and Section 791.003 of the Texas Government Code; to wit, the operation of an emergency ambulance service. Tex. Civ. Prac. & Rem. Code §101.0215(18); Tex. Gov’t Code §791.003(3)(M).
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, TX 78539  
(956)318-2600

With copy to: Hidalgo County Precinct 1  
Attention: Commissioner David Fuentes  
1902 Joe Stephens Ave., Ste. 101  
Weslaco, TX 78596

If to CITY: City of Mercedes  
Attention: Mayor Oscar Montoya  
P.O. Box 837  
Mercedes, TX 78570  
(956)565-3114

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

### 13. Miscellaneous.

a. **Confidentiality.** In the event this collaborative effort requires the mutual sharing of information made confidential by the laws of the State of Texas and of the United States, information will only be exchanged as allowed by law.

14. **Liability.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties. Nothing in this agreement shall be deemed or construed as a waiver of sovereign immunity of the Parties.

a. **Dispute Resolution.** The Parties agree to mandatory participation in mediation as an Alternative Dispute Resolution process, before any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement may be commenced.

b. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- c. **Amendment.** This Agreement may be amended or modified by the consent of both parties at any time during its term. Amendments to this Agreement must be in writing and signed by COUNTY and CITY. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding either party unless approved in writing by an authorized representative of each party.
- d. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.
- e. **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.
- f. **Headings.** The headings used herein are for convenience only and do not limit the contents of this Agreement.
- g. **Variation of Pronouns.** All pronouns and all variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entity may require.
- h. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to Personal Jurisdiction in Hidalgo County, Texas.
- i. **Assignment.** This agreement may not be assigned.
- j. **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
- k. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

- l. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents, including but not limited the Business Associate Agreement, as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
  
- m. **Non-Discrimination.** The Services and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law and/or a respective Parties' policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law.
  
- n. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.
  
- o. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
  
- p. **Prior Agreements.** This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted, such previous Inter-local agreement shall terminate at such time.
  
- q. **Authorization for Agreement.** The execution and performance of this Agreement by Parties have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

r. **HIPAA Requirements.** To the extent applicable to the Agreement, the Parties agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S .C. Section 1320d et seq. (“HIPAA”) and any current and future regulations promulgated under the HITECH Act or HIP AA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Interlocal Cooperation Agreement- Page 10 of 11 Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The Parties agree not to use or further disclose any "Protected Health Information," including Electronic Protected Health Information (as those terms are defined in the HIPAA Requirements), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. If required by such laws, the Parties shall, execute and deliver a Business Associate Agreement. The Parties agree also to comply with state laws and regulations that govern the confidentiality, privacy, security of, and electronic transactions pertaining to patient information

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, 2024.**

**Agenda Item No. \_\_\_\_\_**

**Executive Office: \_\_\_\_\_**

**CITY OF MERCEDES**

**COUNTY OF HIDALGO, TEXAS**

\_\_\_\_\_  
Hon. Oscar D. Montoya, Mayor

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM FOR COUNTY:**  
Office of the Criminal District Attorney,  
Toribio “Terry” Palacios.

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Josephine Ramirez-Solis, ADA

**ATTEST:**

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Arturo Guajardo, Jr., County Clerk