

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 this 16th day of April, 2024, by and between the **COUNTY OF HIDALGO, TEXAS** (hereinafter referred to as “**COUNTY**”) and the **City of Palmview, Texas** (hereinafter referred to as “**CITY**”), collectively referred to as “**PARTIES**”, and made under the authority of Chapter 791.001, of the Texas Government Code, hereinafter 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**; and

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 within the **CITY** Fire District boundaries allotted under the 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 3. Personnel, Facilities, and Equipment Provided. In order to comply with the requirements of this Agreement, the **CITY** will provide its own personnel, facilities, vehicles and equipment, including one Mobile Intensive Care Unit (MICU) ambulance, supporting equipment, and an EMS crew consisting of a 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, skills, and expertise to perform such emergency medical services, which shall include but not limited to all permits and/or certifications 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 4. 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 applicable law, including but not limited to the Texas Medical Rights and Privacy Act (TMRPA) (aka House Bill (HB) 300), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and applicable implementing regulations and guidance.

SECTION 5. Service Rights Revenues & Information. The CITY will not request any reimbursement, funding and/or subsidizing from the COUNTY. The CITY shall solely be responsible for any and all operating expenses.

SECTION 6. 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 7. 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 provisions 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 8. 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 constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to COUNTY as to any claim or action of any person, entity, or individual against COUNTY.

SECTION 9. Term of Agreement. The term of this Agreement shall remain in effect for a period of **two (2) year(s)**, commencing on **May 07, 2024** and expiring on **May 06, 2026**, unless sooner terminated. The term of this Agreement may be extended at the County's sole discretion for **two (2) additional one (1) year term(s)**, under the same terms and conditions.

This Agreement may be terminated by either party by giving ninety (90) days written notice at any time. This Agreement contains the entire agreement between the parties hereto, and each part 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, and the Agreement may only be amended by agreement of both parties.

Emergency Management Agency (FEMA), are also required to contain additional agreement clauses. If applicable, required agreement clauses are incorporated herein and made part of this agreement for all purposes.

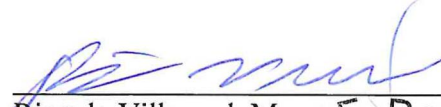
SIGNATURE PAGE TO FOLLOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 30, 2024.

Agenda Item No. 95015
City of Palmview

COUNTY:
COUNTY OF HIDALGO




Ricardo Villarreal, Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:



ATTEST:

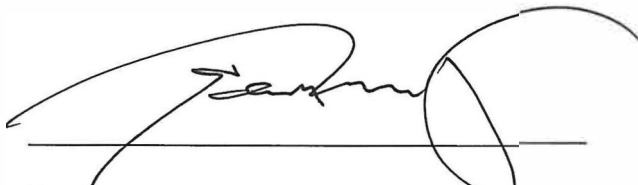


Annette V. Barrera, City Secretary

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios



By: Eden Ramirez, Jr., City Attorney

ADA NAME, Assistant District Attorney

APPROVED BY

PALMVIEW CITY COUNCIL

ATTACHMENTS: ON: 04-16-24 AB
Minutes

SUPPLEMENTAL SIGNATURES:
(If Applicable)

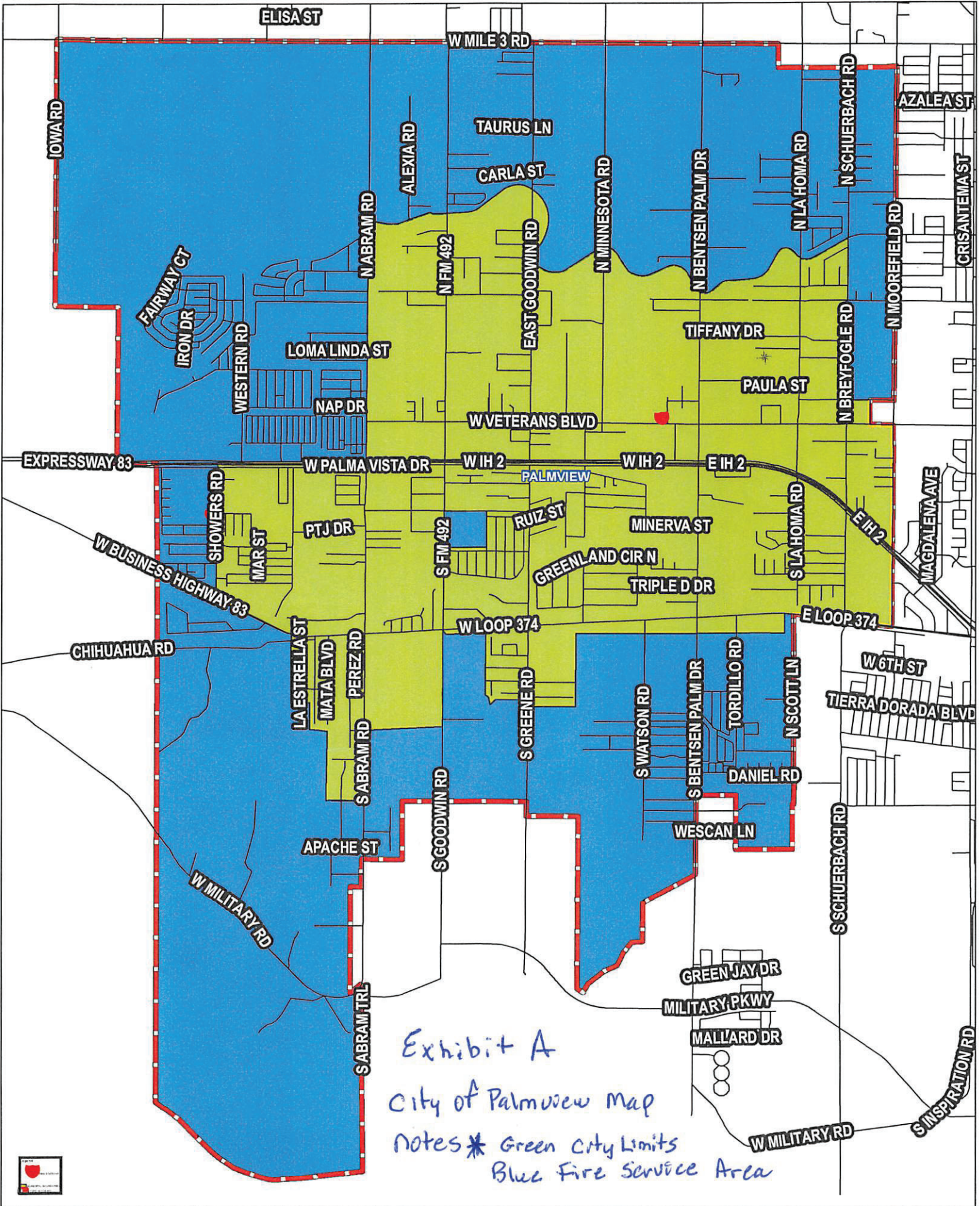


Exhibit A
City of Palmview map
Notes * Green city Limits
Blue Fire Service Area