

## RESOLUTION 24-R-127

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUTUAL AID AGREEMENT WITH ACADIAN AMBULANCE AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Schertz EMS Department provides Emergency Medical Services to the citizens in our service area; and

**WHEREAS**, Acadian Ambulance has the need to receive and provide mutual aid from the nearest EMS agencies; and

**WHEREAS**, Schertz EMS has the need to receive and provide mutual aid from the nearest EMS agencies; and

**WHEREAS**, it is a benefit to both parties and to the residents for which we serve to enter into this agreement to provide Emergency Medical Services;

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to enter into a mutual aid agreement with Acadian Ambulance as outlined in Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including

this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

Exhibit "A"  
Mutual Aid Agreement

**Mutual Aid Agreement  
by and between  
City of Schertz EMS  
and  
Acadian Ambulance Service of Texas, LLC**

**THIS AGREEMENT**, entered into this 10/23/2024 (the “Effective Date”) , between the parties hereinafter named and represented by their undersigned duly authorized representatives, is for the purpose of securing mutual aid non-emergency medical ambulance transportation and other related emergency services for which the parties agree to be responsible.

**WITNESS THAT:**

**WHEREAS**, the respective parties hereto have in whole or in part, certain ambulance response equipment and personnel to operate same; and

**WHEREAS**, each of the parties hereto recognize that there exists the possibility that there can be non-emergencies, emergencies and certain other circumstances wherein said equipment and personnel, as maintained by each of the parties individually, may not be adequate to afford full and complete protection to lives within each area of respective operation; and

**WHEREAS**, it is mutually desired by the parties hereto that, in the event of such an aforementioned occurrence that the non-emergency and emergency equipment and personnel of the other signatories to this agreement will, when same is available and will not impede on such party’s ability to fulfill its obligations, contractual or otherwise, make those resources available upon the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties hereto agree and contract to the following:

1. In the event that any party hereto, because of emergency or any other circumstance beyond their reasonable control, should require mutual aid for non-emergency or emergency medical ambulance transportation, or other emergency response resources above and beyond their own capacity and capabilities, such party may request additional resources from any other party that is signatory to this agreement. Each of the parties hereto shall agree to furnish the other, such assistance and resources within their capability without impeding on their ability to fulfill their own obligations, contractual or otherwise and which are deemed necessary by the party requesting such assistance.

Be it further understood and agreed upon that the expectation for and obligation to render assistance is limited to the ability of the responding party to provide adequate protection to its own service area.

2. Any mutual aid assignments of personnel, non-emergency or emergency equipment will be subject to the following conditions:
  - a. The status and availability of personnel, non-emergency or emergency equipment in the department being asked to send aid. Ambulance providers must protect their own area first.
  - b. When requesting mutual aid the following information shall be provided to the department being asked to furnish aid by the party requesting aid:
    - i. The nature of the non-emergency or emergency request (medical, motor vehicle accident, or mass casualty, etc.)
    - ii. The specific type of resources being requested (ground ambulance or air)

iii. The location that the requested resources are to report.

Additionally, nothing in this agreement shall be construed as to prevent the chief, senior officer, or supervisor from the party furnishing aid from refusing, in the exercise of his/her best judgment, to commit personnel and/or resources to any position in which there is an unreasonable exposure to loss of life, injury or equipment damage. The chief, senior officer or supervisor of the party furnishing aid will be the sole judge of these circumstances and such party shall incur no liability under this agreement or otherwise, there being no intended third-party beneficiaries to this agreement, for the decision made.

3. The nature and extent of assistance furnished by either party to another shall be determined on the basis of prevailing needs for the non-emergency or emergency medical response in the area being asked to furnish aid.

Nothing in this agreement is intended or is to be construed as relieving any party hereto of its primary responsibility for emergency response within its own service area. The chief, senior officer or supervisor of the party being asked to provide mutual aid is the sole and final authority for responding outside of his/her area.

Consequently, the rendering of mutual aid under this agreement is not mandatory, however, the party being asked to respond with mutual aid should immediately inform the requesting department by means of oral, fax, radio, telephone, wire or other means of communication whether or not the request for assistance can be rendered.

4. Each party that is a signatory to this agreement waives any and all claims against the other signatories including any loss, damage, personal injury, or death as a consequence of the performance of this agreement. As to third parties, each of the signatories shall only be liable for injuries or losses attributable to their own negligence and not for any cause beyond its control or the actions of personnel operating under the auspices of other signatories of this agreement.
5. No party to this agreement shall be reimbursed by any other party to this agreement for costs incurred during the performance of this agreement. Nothing in this agreement, however, shall prevent any party from recovering the cost of equipment, supplies, man-hours, or other losses from any third party that may be responsible for such reimbursement under the law.
6. All equipment used by each party hereto in performing this agreement will, at the time of its use be owned by the department or service; and all personnel acting on behalf of any department or service that is a signatory of this agreement will when rendering mutual aid be an employee or volunteer of that department.
7. The parties to this agreement are invited and encouraged through their designated officers to promote and participate in joint training exercises to familiarize each other with the capabilities and equipment of the departments that are signatories of this agreement.
8. Participation in mutual aid exercises for the purpose of this agreement are the same as responding to a mutual aid request.
9. The terms of this agreement shall extend indefinitely, or until modified or terminated by written agreement of the parties hereto. Any party that elects to withdraw from this agreement may do so by notifying the remaining parties in writing at least thirty (30) days prior to the date of the intended withdrawal. The parties agree to review this agreement annually and make the appropriate changes.
10. This agreement shall supersede any and all similar agreements verbal or written that may have previously been executed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Mutual Aid Agreement to be signed by their authorized officers.

**City of Schertz EMS**  
1400 Schertz Parkway  
Schertz ,TX, 78154

**Acadian Ambulance Service of Texas, LLC**  
P O Box 98000  
Lafayette, LA 70509-8000

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_