

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING EMERGENCY MEDICAL SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between WILLIAMSON COUNTY, TEXAS (the “County”) and the CITY OF GEORGETOWN, TEXAS (the “City”), political subdivisions of the State of Texas. In this Agreement, County and City are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

WHEREAS, the City has received and maintains an Emergency Medical Services Provider License for the boundaries of the City’s corporate limits and the City’s extraterritorial jurisdiction; and

WHEREAS, County maintains an Emergency Medical Services Provider license for the boundaries of Williamson County, Texas, including the City’s corporate limits and the City’s extraterritorial jurisdiction; and

WHEREAS, the City and the County have determined that, as a result of the overlapping declared service areas and current response plans, it would be in the best interest of the citizens of the City’s extraterritorial jurisdiction to designate the areas where the City and the County will provide emergency medical services; and

WHEREAS, the City and the County have further determined that it would be mutually beneficial and in the best interest of the citizens in the City’s extraterritorial jurisdiction for emergency medical services to be provided with cooperation between the City and the County;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the City agree as follows:

1. AGREEMENT OF PARTIES

- 1.1 Beginning October 1, 2015, the City will provide emergency medical services within the legal boundaries of the Williamson County Emergency Services District #8 (“ESD #8”).
- 1.2 Beginning October 1, 2015, the County will continue to provide emergency medical services within the City’s extraterritorial jurisdiction outside of the legal boundaries of ESD #8.
- 1.3 The Parties also intend to enter into an agreement to render mutual emergency medical services aid and make available resources for such aid, providing that the party rendering aid may withhold resources to provide reasonable protection for the citizens within its jurisdiction or service area.

2. TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall commence on October 1, 2015 and continue thereafter until September 30, 2020. After that initial term, this Agreement will automatically renew for successive terms of five (5) years each unless otherwise terminated as set out herein.

2.2 Termination. Notwithstanding any other provision, either party may terminate this Agreement at any time with or without cause by giving the other party ninety (90) days written notice of termination, which notice shall specify the effective date of the termination.

3. MISCELLANEOUS PROVISIONS

3.1 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

3.2 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been included.

3.3 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed fax or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

To County:

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

To City:

City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627-0409

Either Party may from time to time designate any other address for notice by written notice to the other Party.

3.4 No Waiver of Defenses/Immunity/Legal Standing. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense or immunity or standing available at law or in equity to either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.

- 3.5 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 3.6 Independent Relationship. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.
- 3.7 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.
- 3.8 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- 3.9 Emergency Medical Services. For purposes of this Agreement, “emergency medical services” shall mean the services authorized by the Emergency Medical Services Provider License issued by the Texas Department of Health and Human Services.
- 3.10 Entire Agreement. This Agreement is the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement. This Agreement is without regard to prior written contracts or agreements between the City and the County regarding any other subject or matter, and does not modify, amend, ratify, confirm, renew or otherwise affect any such other prior contract or agreement between the Parties.
- 3.11 Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party after approval by their respective governing bodies.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and approved by the proper officers of each of the contracting Parties, and attested by the proper officer on the dates written below.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

Date: _____, 20____

ATTEST:

By: _____
Jessica Brettle, City Secretary

APPROVED AS TO FORM:

By: _____
Bridget Chapman,
City Attorney