

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**MUTUAL ASSISTANCE AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BETWEEN
CITY OF GEORGETOWN, TEXAS
AND
WILLIAMSON COUNTY, TEXAS**

This **Mutual Assistance Agreement for Emergency Medical Services** ("Agreement") is made and entered into between the **CITY OF GEORGETOWN, TEXAS**, acting by and through its duly authorized City Council, hereinafter referred to as "City", and **WILLIAMSON COUNTY, TEXAS**, acting herein by and through the Williamson County Commissioners Court, hereinafter referred to as "County". In this Agreement, County and City are sometimes individually referred to as "Party" and collectively referred to as "the Parties."

RECITALS

WHEREAS, from time to time, situations arise demanding combined efforts of two or more emergency medical services to provide service in the areas served by City and areas served by County: and,

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act and Section 774.001 of the Texas Health and Safety Code; and

WHEREAS, the governing body of City and County desire to improve the provisions of emergency medical services by entering into this Agreement pursuant to the Interlocal Cooperation Act and Section 774.001 of the Texas Health and Safety Code; and

WHEREAS, City and County, pursuant to the provisions of the Interlocal Cooperation Act, have determined that it would be in the best interest of City and County and the citizens thereof, to enter into this Agreement in order to provide Emergency Medical Services by authorizing cooperation among the emergency medical services of City and County; and,

WHEREAS, City and County, therefore, desire to enter into this Agreement for the provisions of mutual assistance emergency medical services;

NOW, THEREFORE, it is mutually agreed by and between City, acting herein by and through its duly authorized City Council and County, acting herein by and through its duly authorized Commissioners Court, as follows:

ARTICLE I
Obligations of the Parties, Requests for Assistance and Existence of Emergency

A. Obligations of County. On request of the City, County shall provide emergency medical services for City if:

1. an emergency exists within the City's corporate limits or within the legal boundaries of Williamson County Emergency Services District #8;
2. the City is temporarily unable to provide its own emergency medical services in response to the existing emergency;
3. the City's request is for services that the County provides or contracts to provide for persons within its jurisdiction; and
4. the County has available resources and is able to provide reasonable protection to persons that it serves outside of the City's corporate limits and outside of the legal boundaries of Williamson County Emergency Services District #8 while providing emergency medical services in response to the City's request.

B. Obligations of City. On request of the County, City shall provide emergency medical services for County if:

1. an emergency exists outside of the City's corporate limits or outside of the legal boundaries of Williamson County Emergency Services District #8;
2. the County is temporarily unable to provide its own emergency medical services in response to the existing emergency;
3. the County's request is for services that the City provides or contracts to provide for persons within its jurisdiction; and
4. the City has available resources and is able to provide reasonable protection to persons it serves within the City's corporate limits and within the legal boundaries of Williamson County Emergency Services District #8 while providing emergency medical services in response to the County's request.

C. Requests for Mutual Assistance. Assistance pursuant to this Agreement shall be made by and to the respective Party's Emergency Communications Center.

D. Notification of Resources Availability. In the event that a Party's resource needs may be imminent, such Party must notify the other Party's Emergency Communications Center.

E. Existence of Emergency. The Parties acknowledge and agree that "emergency medical services" means services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury. Therefore, the Parties further agree and acknowledge that neither Party is required to provide "stand-by" type assistance under this Agreement. The responding Party will only be requested in the event that an emergency currently exists within a Party's service area and such Party is, at the time of such request, unable to provide its own emergency medical services in response to the existing emergency.

ARTICLE II

Remuneration and Reimbursement

A. Reimbursement for Services. City and County shall not be responsible for reimbursement for mutual assistance emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for this service.

B. Reimbursement for Costs. Each Party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III

Standards of Service, Independent Status and Response Times

A. Standard of Services. It is agreed that Parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the services to be rendered under this Agreement. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction. If there is a discrepancy between protocols, the Party that is rendering service shall operate under its own protocol.

B. Independent Status and Relationship. It is understood that each Party, while rendering assistance under this Agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in the City of Georgetown, Texas or in Williamson County, Texas in which it normally employed or rendered services. Furthermore, each party to this Agreement, 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 purposes whatsoever.

ARTICLE IV

Liability of the Parties

It is understood that liability to all Parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situations. Furthermore, the Parties may avail themselves of all defenses and immunities that are available at law; including, but not limited to the Texas Tort Claims Act. It is expressly understood and agreed that each Party hereto shall have no liability for the wages, disability payments, worker's compensation, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another Party's emergency medical services, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV
Term and Termination

- A.** 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.
- B.** It is expressly understood and agreed by the Parties that this Agreement may be terminated at any time without cause by either Party upon ninety (90) days written notice to the other Party.

ARTICLE VI
Miscellaneous Provisions

- A.** Laws, Statutes and Ordinances. The Parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.
- B.** Authority. This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act. This Agreement is also being entered into pursuant to the authority set out under Section 774.001 of the Texas Health and Safety Code. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
- C.** 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.
- D.** 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.

E. 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.

F. 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.

G. Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

H. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

I. 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.

J. 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