

**Agreement Between Williamson County and Capitol Area Council
Learning for Life
(Williamson County EMS/Learning for Life Explorer Program)**

This Agreement Between Williamson County and Capitol Area Council Learning for Life ("Agreement") is made between Williamson County EMS ("EMS"), acting by and through Williamson County, Texas, a political subdivision of the State of Texas, and Capitol Area Council Learning for Life, a 501c3 non-profit corporation ("CAC LFL").

Recitals

WHEREAS, EMS is dedicated to preparing young adults to engage in community service and to become the emergency medical services workforce of tomorrow through its participation in educational and community organizations;

WHEREAS, CAC LFL is dedicated to preparing tomorrow's workforce through exposure of career management skills, to foster the acquisition and application of personal/social skills, encourage a desire for life-long learning, and to develop engaged citizens; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Purpose of Agreement

This Agreement outlines the terms under which EMS and CAC LFL will work in cooperation with one another to develop young adults through the Learning for Life Explorer Program (Explorer Post 1975). Both parties agree to the following;

I. EMS agrees to:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor who will work directly with the post officers.
- Encourage all selected adults to complete the Learning for Life Youth Protection Training.
- Provide a facility large enough for up to at least 20 Explorer Post Members and Post Leaders to meet two (2) times per month for two (2) hours each during the local school year.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with CAC LFL representatives each year.

II. CAC LFL agrees to:

- Provide support services necessary to help the EMS organization succeed in the use of the program. These services include:
 - Year round training techniques and methods for selecting quality leaders
 - Program recourses and courses



III. Public Benefit and Consideration:

The Explorer Program will enable Explorer Post Members to learn CPR, first aid and other life saving skills that can be used within Williamson County should a need arise. The Explorer Program will also develop leadership skills. It is the desire of the parties that the offering of the Explorer Program to youth will allow such youth to gain interest in making emergency medical services their future career in Williamson County communities. The Williamson County Commissioners Court, therefore, has found that this Agreement and its intended purposes will benefit Williamson County in that it accomplishes a public health and safety purpose and that Williamson County will ultimately receive adequate consideration for use of its facilities.

IV. Insurance and Indemnification:

A. Insurance. During the term of this Agreement, CAC LFL agrees to provide and maintain commercial general liability insurance with a combined minimum Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1.0 Million in the aggregate. Williamson County, its officials, employees and volunteers will be insured as a participating organization on CAC LFL's general liability policy.

B. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CAC LFL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, VOLUNTEERS AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CAC LFL OR ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

V. **Primary Contacts.** The parties will designate individuals, as indicated below, to serve as primary contacts for this Agreement. These individuals or their designee shall be responsible for coordinating the schedule, training, and policies to implement the Exploring program.

For EMS:

Kenny Schnell, Director
Williamson County EMS
P.O. Box 873
Georgetown, Texas 78627

For CAC LFL:

Suzanne Rees
Capitol Area Council
12500 N IH 35
Austin, TX 78753

VI. **Term.** This Agreement will become effective as of the date of the last party's execution below ("Effective Date"). This Agreement may be amended by mutual agreement of both parties. This Agreement and its pertinent programs will be reviewed



annually. After mutual satisfaction in the program is reached during the annual review; this Agreement will renew one year following the anniversary of the Effective Date and each anniversary thereafter unless modified or terminated by one or both parties. Either party may terminate this Agreement upon 30 days written notice.

VII. Miscellaneous.

A. No Other Relationship. 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.

B. Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

C. Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

D. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

E. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.



This Agreement is executed by the undersigned persons in their official capacities stated below.

Williamson County, Texas

Dan A. Gattis, County Judge

Date: _____, 20____

CAC LFL

Suzanne Rees

Suzanne Rees
District Executive
CAC LFL

Date: March 14, 2016