

**AGREEMENT BETWEEN
WILLIAMSON COUNTY EMS AND TEXAS DEPARTMENT OF PUBLIC
SAFETY TO
PROVIDE TACTICAL PARAMEDICS FOR SWAT MISSIONS**

THIS AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and Texas Department of Public Safety ("DPS") for providing Tactical Paramedics for purposes of safety, and medical treatment of officers and citizens during training, high risk warrant service, and deployments operations. The County and DPS are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, the County has an interest in providing Tactical Paramedics for training, high risk warrant service, and deployments;

WHEREAS, the County will provide the necessary number of Tactical Paramedics to achieve adequate safety and medical treatment to said events;

WHEREAS, the County provides Tactical Paramedics that will agree to enter austere environments to include deploying in armored vehicles, aircraft, and boats to provide emergency medical care in said environments;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the undersigned Parties agree as follows:

I. TERMS AND CONDITIONS

- A. Primary Obligations of DPS. The Texas Department of Public Safety agrees to provide the County with the following:
1. Training and facilities;
 2. Supplies;
 3. Equipment; and
 4. Lodging during training and deployments.
- B. Consideration. The County agrees to provide to DPS upon request (and subject to the limitations listed herein) Tactical Paramedics for the use of the above described areas of training, high risk warrant service, deployments and the entry into austere environments to include deploying in armored vehicles, aircraft, and boats to provide emergency medical care in said environments.
- C. Limitations on Williamson County's Duty to Provide Paramedic Service. The parties acknowledge and agree that Williamson County EMS's primary duty is to provide emergency medical services to Williamson County residents, citizens and visitors and that any services provided hereunder shall be considered secondary and subordinate to the said primary duty of Williamson County EMS.

Any request for deployment outside the CAPCOG area must be approved, in writing and in

advance, by (1) the Director of Williamson County EMS or the Deputy Director of Williamson County EMS if the Director of Williamson County EMS is absent or otherwise unable to consider a request for deployment; and (2) the Williamson County Judge or the most senior available member of the Williamson County Commissioners Court if the Williamson County Judge is absent or otherwise unable to consider a request for deployment. In the event said individuals do not consent to a specific deployment request for deployment outside of the CAPCOG area, DPS acknowledges and agrees that the County shall be excused from being required to deploy Tactical Paramedics outside the CAPCOG area. The County will take all reasonable actions necessary to expedite the approval or denial of a request for deployment outside the CAPCOG area in order to not delay a deployment and in no event shall the County take more than twenty-four (24) hours from receipt of such deployment request to issue a determination.

Furthermore, when, in the opinion of the County, the deployment of Tactical Paramedics would endanger the health and welfare of Williamson County residents, citizens and visitors or it reasonably appears the provision of services to Williamson County residents, citizens and visitors would be potentially compromised the Director or Deputy Director of Williamson County EMS may reject a deployment request.

- D. Duration of Deployments. As stated herein above, the primary duty of Williamson County EMS and its personnel is to provide emergency medical services to Williamson County residents, citizens and visitors. The County would like to ensure that deployments of Williamson County EMS personnel under this Agreement will not interfere with such primary duty. Thus, in no event shall the County's Tactical Paramedics be required to remain deployed on a particular deployment for more than 72 continuous hours.
- E. Maximum Amount of Deployment Time. During each term of this Agreement, the maximum amount of hours which County shall be required to deploy its Tactical Paramedics shall be 200 hours per term. Once the maximum deployment time is attained in a particular term, the County shall not be required to deploy its Tactical Paramedics until the following term, if any.
- F. Term. This Agreement shall be effective and commence on date of the last party's execution hereof and shall continue in force for One (1) Year thereafter (the "Initial Term"), unless either party terminates this Agreement prior to said termination date or otherwise extends the term of this Agreement, as provided herein.
- G. Extension of Agreement Term. On or before the termination date of the Initial Term or any current extension term of this Agreement, the parties may mutually agree to extend the then existing term (an "Extension Term or Extended Term"). The Extension Term shall begin on the expiration of the then existing term and continue for twelve (12) months thereafter, unless otherwise terminated earlier as set forth herein. All terms, covenants, and provisions of this Agreement shall apply to each such Extension Term.
- H. Condition of DPS equipment. DPS agrees to repair or replace any damaged equipment that has been loaned and/or issued by DPS, with the exception that the equipment was damaged during misuse.
- I. Injury. Any bodily injury sustained to a County Tactical Paramedic while in the course of duty

will be covered under the County's Workman's Comp policy. Any treatment rendered to patients during course of coverage will be documented and billed accordingly per WCEMS billing policy.

- J. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. The Parties have a duty to mitigate damages.

II. GENERAL PROVISIONS

- A. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and has been subjected to all applicable approval process by the Department.
- B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- C. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

Texas Department of Public Safety: JD Robertson, Commander Special Operations
5805 North Lamar Boulevard
Austin, TX 78752

With Copies to:

COUNTY: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

With Copy to: Williamson County EMS
c/o: Kenny Schnell, Director

P.O. Box 873
Georgetown, Texas 78627

- D. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- E. Dispute Resolution. The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
- F. Termination for Convenience.
- 1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to DPS.
 - 2.) DPS may terminate this Agreement for convenience with or without cause or further liability upon ninety (90) days written notice to County.
- G. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- H. Relationship of the Parties. 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.
- I. 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 the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do 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.
- J. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written

notice of termination at the end of its then-current fiscal year.

- K. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 20____

Authorization

The authorized representatives of the Parties enter into the above-described Agreement.

WILLIAMSON COUNTY, TEXAS

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: 

Dan A. Gattis, County Judge

By: _____

Printed Name: David Baker

Title: Williamson County Judge

Title: Deputy Director Law Enforcement

Date: _____

Date: _____