

**INTERLOCAL AGREEMENT FOR AUTOMATIC AID
FOR EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement for Automatic Aid of Emergency Medical Services (“Agreement”) is entered into by and between **Williamson County** (“Williamson County”), **Travis County** (“Travis County”), the **City of Georgetown** (“the City of Georgetown”), and **City of Austin** (“City”), and **Travis County Emergency Services District One and District Two** (“ESDs”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* The Counties, Cities, and ESDs may each be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties recognize the importance of providing timely and efficient emergency medical services to the residents of their respective jurisdictions;

WHEREAS, the Parties acknowledge that certain emergency situations may exceed the capabilities and resources of any single Party to provide such timely and efficient medical services;

WHEREAS, it is in the best interest of all Parties to collaborate and support each other during emergency situations, regardless of the jurisdictional boundaries among the Parties;

WHEREAS, the Parties desire to establish a comprehensive arrangement for the automatic coordination of aid in accordance with the terms of this Agreement;

WHEREAS, the Parties are authorized to enter into this agreement in all respects pursuant to TEX. GOV'T CODE ANN., ch. 791;

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. Operational Guidelines

- i. The Parties have established an Automatic Aid Operational Guideline and Procedure, aka “Standard Operating Guidelines” (SOG), attached hereto as **Exhibit A**. The Parties shall abide by the SOG, and any subsequent amendment to the SOG shall automatically be incorporated into this Agreement.
- ii. The Parties agree to cooperate in executing any further or subsidiary agreements as may be required.

B. Automatic Aid

- i. In accordance with the SOG, the Parties agree to automatically dispatch the nearest available emergency medical service (EMS) unit(s) to the scene of an emergency situation

within the Service Area, as shown in the SOG. A Party shall respond only to the extent that an EMS unit is readily available.

- ii. As soon as possible after the emergency situation is stabilized, all outside jurisdictional Parties are to be released.
 - i. An automatic aid response is considered the first operational period of twelve (12) hours. Nothing in this Agreement obligates a Party responding to an emergency situation to remain on scene for more than the first operational period.
 - ii. Any response after twelve (12) hours will be considered a mutual aid response and subject to reimbursement, as provided by law or by written agreement.
- iii. Nothing in this Agreement shall preclude any Party from seeking reimbursement of expenses from third parties, or other appropriate entities, including but not limited to local, state, or federal governmental agencies, as appropriate. All Parties shall follow their existing billing practices as if they were in their individual jurisdiction.
- iv. Calls outside the Service Area or outside the call types listed in the SOG for automatic aid shall be considered requests for mutual aid, and dispatching available units is made at the sole discretion of the assisting Party.

C. Liability

- i. Each Party shall be responsible for any injuries or death to its own employees and volunteers while performing services under this Agreement. A Party shall not be liable for benefits or any other compensation for injuries to or death of any other Party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services under this Agreement when en route to, en route from, or at the scene of a call or emergency situation.
- ii. Pursuant to the terms of Section 791.006(a-1) of the Texas Government Code, the Parties agree that any civil liability, including for purposes of determining civil liability for non-party claims, the act of any person or persons while providing emergency services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the Party performing such act. The payment of any and all civil or other liability, including liability on the basis of negligence, resulting from the furnishing of services under this Agreement is the responsibility of the Party whose employee or volunteer performs such act. This shall specifically include, but not be limited to, the payment of court costs, expenses, and any attorney's fees recoverable from any such claim or lawsuit. The Parties agree that the assignment of liability described by this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.
- iii. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, modify, or alter, nor shall be deemed to waive, modify, or alter, any immunity or defense that would otherwise be available to a Party under this Agreement, or available to its employees or volunteers.

- D. All Parties agree that all funds used under this Agreement shall be from current fiscal funds appropriated and available for the performance of emergency medical services for that Party.

Section 2. Term and Termination

A. Term

- i. The initial term of this Agreement shall commence upon execution by all parties and shall continue in effect until September 30, 2027 (“Initial Term”). At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”), until terminated by all Parties.
- ii. A Party may choose not to renew the Agreement by providing written notice to the other Parties at least thirty (30) days prior to the next Renewal Term. If a Party chooses not to renew this Agreement, that decision has no effect on the validity and continuing applicability of the Agreement on the remaining Parties. Should a Party choose not to renew this Agreement, the responsibilities and obligations under this Agreement shall cease on the day before the applicable Renewal Term, except for any financial obligations incurred hereunder prior to non-renewal.

B. Termination

- i. A Party may terminate its participation in this Agreement, with or without cause, by providing at least one hundred twenty (120) days' written notice to the other Parties. A Party's decision to terminate its participation in this Agreement shall have no effect on the validity and continuing applicability of this Agreement to the remaining Parties. Should a Party exercise its right to terminate for convenience, its legal responsibilities to, and obligations under this Agreement shall cease as of the termination date, except for any financial obligations incurred hereunder prior to termination.
- ii. Should a Party fail to comply with the terms and conditions of this Agreement or the SOG, as may be amended from time to time, after ten (10) days' written notice from the Central Texas Regional EMS Auto-Aid Committee to the defaulting Party, that Party's participation in this Agreement will be immediately terminated upon majority vote of the remaining Parties.

Section 3. Miscellaneous

- C. Non-Assignability. None of the Parties shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Parties.
- D. Notice. Notice shall be provided by certified mail, return receipt requested, at the following addresses:

- i. Williamson County: Williamson County
ATTN: County Judge
710 S. Main Street
Ste. 101
Georgetown, Texas 78626
- ii. Travis County: Travis County
ATTN: County Judge
P. O. Box 1748
Austin, Texas 78767-1748
- With copy to:
- Travis County
ATTN: County Executive – Emergency Services
P. O. Box 1748
Austin, Texas 78767-1748
- iii. City of Georgetown: City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org
- With a copy to:
- City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org
- iv. City of Austin: City of Austin
ATTN: City Manager
P. O. Box 1088
Austin, Texas 78767
- With copy to:
- City of Austin
ATTN: Chief – Austin Travis County EMS
P. O. Box 1088
Austin, Texas 78767
- v. Travis County ESD No. 1: Travis County ESD No. 1
ATTN: Fire Chief
20624 FM 1431
Suite 5
Lago Vista, Texas 78645

vi. Travis County ESD No. 2: Travis County ESD No. 2
ATTN: Fire Chief
203 E. Pecan Street
Pflugerville, Texas 78660

- E. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. No Party shall be considered to be an agent of another Party, and nothing in this Agreement shall be deemed to create an employment relationship between any of the Parties.
- F. Compliance With All Laws. The Parties agree to comply with all applicable state, local, and federal laws and regulations in the provision of services under this Agreement.
- G. Governing Law. This Agreement shall be governed by the laws of the State of Texas.
- H. Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement supersedes any previous automatic aid agreement between the Parties. Any previous statement or understanding regarding automatic aid that is not included in this Agreement shall be of no force or effect until executed as an amendment to this Agreement.
- I. Amendments. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed, and signed by all Parties to this Agreement with the same approvals, certifications, submissions, and other requirements applicable to the original Agreement.
- J. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement shall not be affected.
- K. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original, and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- L. Dispute Resolution. Each of the Parties agrees that in the event of a dispute arising out of this Agreement with another Party, the disputing Parties shall first attempt resolution through mediation by a mediator mutually agreed upon by the disputing parties.

SIGNATURES TO FOLLOW

TRAVIS COUNTY

WILLIAMSON COUNTY

By: _____

By: _____

Andy Brown, County Judge

Steven Snell, County Judge

Date: _____

Date: _____

CITY OF AUSTIN

CITY OF GEORGETOWN

By: _____

By: _____

T.C. Broadnax, City Manager

Josh Schroeder, Mayor

Date: _____

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

TRAVIS COUNTY ESD 1

TRAVIS COUNTY ESD 2

By: _____

By: _____

Donnie Norman, Fire Chief

Nick Perkins, Fire Chief

Date: _____

Date: _____

DRAFT