

INTERLOCAL AGREEMENT BY AND BETWEEN WISE COUNTY, TEXAS
AND THE CITY OF DECATUR, TEXAS

THE STATE OF TEXAS §

COUNTY OF WISE §

WHEREAS, this agreement is made between Wise County, Texas, namely Wise County EMS (COUNTY) and the City of Decatur, Texas, namely Decatur Fire Department (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code for training of CITY firefighters through a ride out program with the COUNTY'S EMS; and

WHEREAS, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the CITY currently has a need for training for first responder services for their employees and the COUNTY is equipped to render such services through Wise County EMS ; and

WHEREAS, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

It is agreed by the aforementioned parties to be of mutual interest and advantage that the Decatur firefighters, being that they are first responders on medical emergencies in and around the city of Decatur, be given the benefit of working with and learning the practices of Wise County EMS EMT's and Paramedics in the care of patients. It is also agreed upon that, by allowing the Decatur firefighters to do internship ride outs, this agreement benefits Wise County EMS and the EMS employees by having additional assistance in the treatment and care of patients.

**SPECIFIC RESPONSIBILITIES OF DECATUR FIRE
DEPARTMENT**

1. It shall be the responsibility of the Decatur Fire Department after consultation with Wise County EMS to plan, coordinate and implement the program for the internship period.
2. Decatur Fire employees are not to represent themselves as employees of Wise County EMS at any time.
3. Decatur Fire employees will abide by the policies and procedures of Wise County EMS, while using its facilities and Equipment.
4. The Decatur Fire Department will provide Wise County EMS with a schedule containing days of the week and times of the day to be reserved for Decatur Fire Department employee's internship. This schedule will be updated as needed upon agreement of both parties.
5. The Decatur Fire Department will provide the appropriate Decatur Program Director's telephone number.
6. Decatur Fire Department employees will be covered by a blanket liability insurance policy.

7. Decatur Fire Department will indemnify and hold harmless Wise County EMS from acts of negligence occasioned by Decatur Fire employees.
8. The Coordinator of the Decatur Fire Program or his designee will plan coordinating meetings with the EMS Director or his/her designee.

SPECIFIC RESPONSIBILITIES OF Wise County EMS

1. Wise County EMS shall provide facilities for clinical internship program practice in designated areas.
2. Permit the use of available classroom, library, and locker facilities.
3. Provide equipment and supplies needed for the care of the patient.
4. Maintain high quality patient care and an environment in which progress planning is made.
5. Provide the Decatur Fire Department copies of policies and procedures that pertain to interns.
6. Retain responsibility of patient care. Interns found negligent may be refused permission to practice at Wise County EMS.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE 791.006 (A-1)

In difference to 791.006(a), in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled all available options under the termination and dispute resolution sections of this Agreement.

TERM AND RENEWAL

This contract shall be effective on the date stated below and this shall expire at midnight of September 30, 2017. There shall be no automatic renewal of this contract. It is agreed that renewal this Interlocal contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

By Mutual Agreement: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.

For Nonappropriation of funds: As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.

By Either party: This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

GENERAL PROVISIONS

Severability Clause: The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

Counterparts: This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Notices:

To COUNTY: Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge
P.O. Box 393
Decatur, Texas 76234

To CITY: Any notice permitted or required to be given to the City hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City Manager
P.O. Box 1299 Address
Decatur, Texas 76234

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

Authority to Contract: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Governing Law/Venue: This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

Limitation of Liability: By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

Amendment: If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective the latest of the below dated signatures.

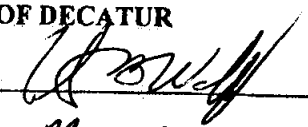
WISE COUNTY



J,D, Clark--Wise County Judge

Date: 8-15-16

CITY OF DECATUR

BY: 

Title: Mayor

Date: 1-23-2017

WISE COUNTY EMS DIRECTOR



Charles Dillard

Date: 8-15-16

DECATUR FIRE DEPARTMENT

By: 

Title: Fire Chief

Date: 1-9-17