

be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this Agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in FORT BEND COUNTY and AUSTIN COUNTY in which it normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time.

1.02 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 scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II
Remuneration

2.01 Reimbursement for Services:

FORT BEND COUNTY and AUSTIN COUNTY shall not be responsible for reimbursement for mutual aid 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.

2.02 Reimbursement for Costs:

Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III
Liability

3.01 To the extent allowed by law, FORT BEND COUNTY agrees to indemnify and hold AUSTIN COUNTY harmless with respect to any claim, demand, or suit based upon any response by AUSTIN COUNTY EMERGENCY MEDICAL SERVICES arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that AUSTIN COUNTY EMERGENCY MEDICAL SERVICES is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, AUSTIN COUNTY will hold FORT BEND COUNTY harmless and indemnify FORT BEND COUNTY from costs incurred to the extent allowed by law.

3.02 To the extent allowed by law, AUSTIN COUNTY agrees to indemnify and hold FORT BEND COUNTY harmless with respect to any claim, demand, or suit based upon any response by FORT BEND COUNTY EMERGENCY MEDICAL SERVICES arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that FORT BEND COUNTY EMERGENCY MEDICAL SERVICES is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, FORT BEND COUNTY will hold AUSTIN COUNTY harmless and indemnify AUSTIN COUNTY from costs incurred to the extent allowed by law.

3.03 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situation.

3.04 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 parties Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV
Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective upon the date of the last signature.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement is effective from the date signed by the last party hereto until September 30, 2014, **with automatic one-year renewals** unless terminated earlier by either party by giving at least thirty (30) days written notice to the other party.

5.02 It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

5.03 Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below.

To Fort Bend County: **Fort Bend County**
 Attention: County Judge
 301 Jackson, Suite 719
 Richmond, Texas 77469

To Austin County: **Austin County**
 Attention: County Judge
 1 East Main
 Bellville, Texas 77418

ARTICLE VI
Laws, Statutes and Ordinances

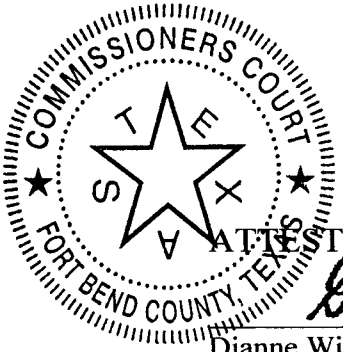
6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

ARTICLE VII
ENTIRE AGREEMENT

7.01 This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal 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.

SIGNED on this 13 day of November, 20 12, in duplicate originals by order of Commissioners Court of Fort Bend County.



Dianne Wilson

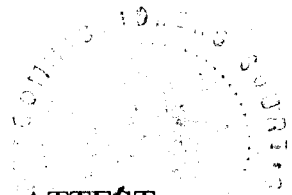
Dianne Wilson, County Clerk

COUNTY OF FORT BEND

By: *Grady Prestage*

Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court November 13, 2012

SIGNED on this 19 day of September, 20 12 in duplicate originals by the Commissioners Court of Austin County.



ATTEST:
Carolee Sigler

County Clerk
By: [Signature]

COUNTY OF AUSTIN

By: *Carolee Sigler*
County Judge

MTR/hm: 2013 agreements/EMS/Mutual Aid Austin County: 1341- (09/05/12)