

AGENDA ITEM # 34September 8, 1998

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Discuss and take appropriate action on reimbursement for dozer rental and work on waterway on county farmland.

Commissioner Mehevec discussed 1997 approval for Unified Road and Bridge Department to clear waterway on county farmland being rented by John Noreen. Due to rain and later Mr. Noreen having planted his crops the clearing had not been accomplished.

Mr. Noreen rented a dozer for other work and checked with Commissioner Mehevec and Judge Doerfler about clearing the waterway before the rented dozer needed to be returned. He worked 18 hours and requested \$700.00 reimbursement which he would deduct from his rental payments.

Mr. Noreen requested one and one-half (1 1/2) hours motor grader work by Unified Road and Bridge Department to smooth out his dozer work.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To approve \$700.00 dozer rental reimbursement to John Noreen which he can deduct from his rental payments.

Vote: Motion carried 5 - 0

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AGENDA ITEM # 35September 8, 1998

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Consider approving agreement with Temple College and Williamson County EMS for student instruction.

John Sneed reviewed the previous contract with Scott and White Hospital allowing students to ride in ambulances under the educational program. Scott and White Hospital has now joined Temple College where most of the classes will be taught in the Taylor location.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve agreement with Temple College and Williamson County EMS for student instruction.

Vote: Motion carried 5 - 0

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**Memorandum of Affiliation
Between
Temple College, Temple, Texas
And
Williamson County EMS, Georgetown, Texas**

It is mutually agreed by Temple College (herein known as the College) and Williamson County EMS (herein known as the Facility) that educational experiences will be provided by Williamson County EMS, for students in the following programs:

**Associate in Applied Science Emergency Medical Services Technology
Certificate of Completion: Paramedic
Certificate of Completion: EMT – Intermediate
Certificate of Completion: EMT – Basic**

The faculty of Temple College will assume overall responsibility with coordination from Williamson County EMS staff for the assignment of students. There will be coordinated planning by the Facility with College faculty members for these assignments with published clinical rotation schedules provided to the Facility. While in/with the Facility students will be subject to the policies, rules and regulations of Williamson County EMS.

The Facility will retain full responsibility for the care of patients. The Facility will ensure that students are supervised by faculty approved by the College and will oversee student activities while present in/with the Facility. The Facility will also maintain administrative and professional authority over students insofar as their presence affects the operation of the facility and/or the direct and indirect care of patients.

Students will receive an orientation to the Facility. Facility staff and College faculty members will evaluate the students' performance in mutual consultation and according to the guidelines outlined in the approved curriculum.

Williamson County EMS and Temple College comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title II of the Older Americans Amendments of 1975, the Americans with Disabilities Act of 1993, and all related regulations, and assures that it does not and will not discriminate against any employee or applicant for employment, registration or in the course of study because of race, color, sex, national origin, handicap or age.

Nothing in the agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this agreement and any applicable State or

Federal law, that State or Federal law will supersede the terms of the agreement. In the event of conflict between State or Federal laws, Federal laws will govern.

The College shall maintain in effect at all times professional liability insurance in the amounts of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and shall provide to the Facility at least annually a certificate of insurance that verifies such coverage is in effect.

The Facility may immediately dismiss from the clinical sites student(s) who do not follow the policies, rules and regulations of the Facility. Prompt notification will be made to the Chairman of the Department of EMS Technology at Temple College should such an instance occur.

Neither the faculty nor students shall be considered employees, agents, partners, or servants of the Facility.

The students are to have adequate health insurance or be responsible for their own expenses in case of injury, illness or hospitalization.

All title to fiscal records, patient charts, and patient records shall remain the sole property of the Facility.

The College shall ensure that its students, faculty, and employees maintain the confidentiality of all information about the Facility's patients, including information about the identity, diagnosis, evaluation, or treatment of such patients as required by applicable state and federal laws and the Facility's bylaws, rules and regulations.

The Facility shall not be liable on account of injury, sickness, disease, or death of any student, personnel or faculty member using the resources of the Facility under the terms of this agreement. Further, the College agrees, only insofar as it is authorized by law to do so, to hold the Facility harmless from and against any liability for personal injury, including injury involving death, or damage to property, that results directly or indirectly from the use by the College of Facility resources, and to provide appropriate legal counsel to preclude the Facility from bearing any expense in defending any claim or claims that may arise out of the use of said Facility as it is authorized by law to do so.

The parties further agree as follows:

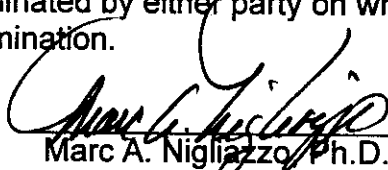
- A) The College agrees to indemnify and hold harmless, to the extent authorized by state law, the Facility, its shareholders, officers, and employees from and against any claim, loss, damage, cost, expense, including attorney's fees, or liability arising out of or related to the performance or non-performance by the College, its shareholders, officers, and employees of any services to be performed or provided by the College under this agreement.

- B) The Facility agrees to indemnify and hold harmless, to the extent authorized by state law, the College, its shareholder, officers, and employees from and against any claim, loss, damage, cost, expense, including attorneys' fees, or liability arising out of or related to the performance of non-performance by Facility, its shareholder, officers, and employees of any services to be performed or provided by the Facility under this agreement.

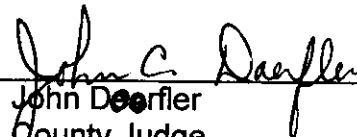
No amendments, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.

The Memorandum of Affiliation may be terminated by either party on written notice given 30 days in advance of said termination.

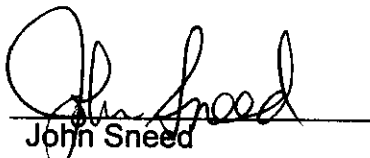
Date Signed: 8/26/98


Marc A. Nigliazzo Ph.D.
President
Temple College

Date Signed: 9-8-98


John C. Daerfler
County Judge
Williamson County, TX

Date Signed: 8-31-98


John Sneed
Director
Williamson County EMS

AGENDA ITEM # 36**September 8, 1998**

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Consider approving interlocal agreement with City of Taylor for remaining funds from bond issue (\$95,000.00) which were dedicated to study of a route for future northeast loop around City of Taylor.

The study would be used for an alignment of the future northeast loop around the city.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve interlocal agreement with City of Taylor for remaining funds from bond issue (\$95,000.00) to be dedicated to study of alignment of a route for future northeast loop around City of Taylor.

Vote: Motion carried 5 - 0

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INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the City of Taylor, a home rule city and a political subdivision of the State of Texas ("City") and Williamson County, Texas ("County").

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, it is mutually advantageous for both the City and County to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

PURPOSE

The purpose of this Agreement is to establish guidelines for the transfer of all remaining funds by the County to the City from that portion of voter approved general obligation bonds dedicated to studying a route for a future northeast loop around the City of Taylor, Texas.

OBLIGATIONS OF THE COUNTY

The County agrees to transfer \$95,000.00 ("Funds") to the City which amount represents the funds remaining from voter approved