

AGENDA ITEM 14

Consider authorizing advertising and setting date to receive bids on sale of approximately 65 partitions.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and to set date to receive bids on sale of partitions for December 4, 2001 at 2:00 p.m. in the County Auditor's office.

Vote: **5 - 0**

AGENDA ITEM 15

Consider authorizing advertising and setting date to hold public hearing on replacing yield signs with stop signs at Vortac and Cavu onto Airport Road.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To authorize advertising and to set date to hold public hearing for December 4, 2001 at 10:15 a.m. in the Commissioners' Courtroom.

Vote: **5 - 0**

AGENDA ITEM 16

Hold public hearing on resubdivision of Whitetail , Lot 15, Section 2.

Judge Doerfler announced the public hearing open at 10:06 a.m. on Tuesday, November 6, 2001.

County Engineer Joe England discussed the proposed resubdivision.

Judge Doerfler announced the public hearing closed at 10:08 a.m. on Tuesday, November 6, 2001.

AGENDA ITEM 17

Consider approving plat for resubdivision of Whitetail, Lot 15, Section 2.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve a plat for resubdivision of Whitetail, Lot 15, Section 2, **contingent on acquiring a letter of approval from the architectural control committee.**

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 18

Consider authorizing the County Judge to sign an interlocal agreement for training between EMS and the Army National Guard.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To authorize the County Judge to sign an interlocal agreement for training between EMS and the Army National Guard.

Vote: **5 - 0**

< Attachment >

For use with other governmental entities

INTERLOCAL AGREEMENT

**BETWEEN Williamson County EMS AND 81W TRANSITION AND EMS TRAINING OFFICE, TEXAS
ARMY NATIONAL GUARD**

**FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM**

This Agreement is between the Williamson County EMS (hereinafter referred to as "WC EMS") and the 81W TRANSITION AND EMS TRAINING OFFICE, TEXAS ARMY NATIONAL GUARD (hereinafter referred to as "Institution").

RECITALS:

INSTITUTION is a governmental entity that provides emergency medical services to its citizens, and offers some employees training or continuing education in the provision of emergency medical services.

INSTITUTION wishes to offer, as part of its employee training/continuing education program, a component that will provide its employees with additional experience as part of their educational instruction.

The WC EMS, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to INSTITUTION for its training program.

The WC EMS and INSTITUTION desire to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code, and in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF INSTITUTION

1. INSTITUTION shall be responsible for the selection of INSTITUTION employees who will participate in the program (hereafter, "Participants") and their supervised instruction and grading. Participants shall have satisfactorily completed 70% of curriculum prerequisites and any State law requirements for participation in the program.
2. INSTITUTION'S instructors shall possess current and appropriate professional credentials or certifications and INSTITUTION shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by INSTITUTION'S instructors and Participants shall be without charge to the WC EMS. INSTITUTION'S instructors and Participants shall not participate in patient care activities except in accordance with applicable laws, and as approved in advance by the Williamson County's EMS Medical Director.
4. Neither INSTITUTION'S instructors or Participants shall be deemed to be WC EMS employees for any purpose, nor shall they be entitled to any WC EMS compensation or benefits, including but not limited to workers' compensation benefits.
5. INSTITUTION shall provide the WC EMS with anticipated enrollments, and the WC EMS shall have final decision-making authority regarding the number of Participants and the schedule of use of the WC EMS's facilities.
6. INSTITUTION shall provide the WC EMS with a list of individuals authorized to participate in the clinical instruction facilitated under this Agreement. INSTITUTION shall promptly inform the WC EMS in

writing of any Participant withdrawing from the course or otherwise unqualified to continue the program of clinical experience made available under this Agreement.

7. INSTITUTION shall require all instructors and Participants to abide by all applicable policies, regulations and laws governing the facility or its work environment. INSTITUTION shall withdraw authorization for participation under this Agreement for any instructor or Participant who commits a violation of applicable policies, regulations or laws, or determined by the WC EMS to be unqualified to continue in the program.

8. During the term of this Agreement, INSTITUTION need not maintain a professional liability insurance policy; the INSTITUTION is a governmental/military entity and as such is self-insured. All students of Det 5, Hs. 71st TRP CMD, TXARNG, are members of a governmental/military entity that is self insured and pursuant to the applicable federal statutes are covered by the governmental entity that they are a member of; when exercising their services and discretion pertaining to Emergency Medical Services and Care, while on clinical rotation under orders of the TXARNG.

6. INSTITUTION agrees to secure a release of liability form from each Participant and faculty member who will participate in the program in a form acceptable to the WC EMS.

RESPONSIBILITIES OF THE Williamson County EMS

10. The WC EMS shall provide, on a space available basis, the use of designated facilities to provide a clinical education to Participants.

11. The WC EMS shall provide an orientation session to inform Participants and INSTITUTION staff about the rules, regulations, policies and procedures of the facilities.

12. The WC EMS agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the Participants.

13. The WC EMS shall notify INSTITUTION of any change of any accreditation or status concerning the EMS Department that impacts the training program.

14. The WC EMS shall cooperate with INSTITUTION in matters relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, the WC EMS shall timely notify a faculty member or Participant of any instance in which an EMS employee has been exposed to blood-borne or airborne pathogens and the Participant or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the individual to seek appropriate treatment for potential exposure.

17. The WC EMS shall obtain and maintain all licenses required for its participating facilities and shall ensure that WC EMS personnel are appropriately licensed. INSTITUTION shall obtain and maintain all licenses required for the emergency medical services it provides, and shall ensure that its Participants are appropriately trained and licensed to participate in the program.

18. In the event emergency care is required for a Participant or faculty member, it shall be provided in the same manner that emergency care is provided to the general public. Emergency care provided to such individuals during participation in the program shall be at the expense of INSTITUTION.

MUTUAL RESPONSIBILITIES

19. The Parties agree to designate a liaison for each program to do the following:

- A. Meet to schedule use of the facilities and to set the number of Participants allowed to participate;
- B. Design and approve curriculum assignments;
- C. Meet to review protocols, policies, rules and regulations concerning the operation of the facility and its use under this Agreement;
- D. Upon request by either party, meet to discuss or evaluate the performance of each party under the Agreement.

20. The Parties agree to delineate in writing specific terms governing the use of WC EMS facilities for each course or clinical education session and further agree to attach such written terms as Program Addenda, substantially in the form of Attachment B.

21. In the event any claim or demand is made on one of the parties for any action relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. The WC EMS shall not be liable for any claims, damages or attorneys fees arising from the negligent acts or omissions of INSTITUTION, its Participants, agents or employees under this Agreement. INSTITUTION shall not be liable for any claims, damages or attorneys fees arising from the negligent acts or omissions of the WC EMS or its employees under this Agreement.

22. Notices shall be in writing and shall be effective three days after deposited in the United States mailed by certified mail, return receipt requested. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

DEPARTMENT OF THE ARMY

ATTN: SGT Richard W. Hall

W Transition Team & EMS Training Office

TEXAS ARMY NATIONAL GUARD

4255 IH 35N SAN ANTONIO, TX 78218-5280

ADDITIONAL TERMS

23. The parties agree that the WC EMS shall at all times maintain the right to terminate an individual's participation in the program if the WC EMS, in its sole discretion, determines that the student's continued participation would be disruptive to the program or to the operations of the Williamson County's EMS Department, or would pose a danger.

24. INSTITUTION'S instructors and Participants shall maintain the confidentiality of all records and information concerning patients treated or attended to in the WC EMS's facilities. Each INSTITUTION instructor and Participant involved shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by WC EMS employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may, upon 45 days written notice, terminate this Agreement without cause. In addition, the WC EMS shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or the WC EMS no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension in writing.

29. The term of the Agreement shall for one year, commencing FIRST DAY OF SEPTEMBER 2001.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and have no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Travis County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, Williamson County EMS department may suspend participation in this Agreement due to space needs, staff training needs or other urgent considerations. In the event of suspension, the Williamson County EMS shall give INSTITUTION written notification stating the date of suspension and the date on which participation is anticipated to resume.

_____ of _____:

By: _____
 Title: _____
 Date: _____

DEPARTMENT OF THE ARMY
91W Transition Team & EMS Training
 TEXAS ARMY NATIONAL GUARD
 4255 IH 35N SAN ANTONIO, TX 78218-5280

By: *R. W. Hall*
 RICHARD W. HALL, SGT, TXARNG
 Title: NCOIC 91W TRANSITION & EMS TRAINING COORDINATOR
 TEXAS ARMY NATIONAL GUARD, NATIONAL GUARD BUREAU
 Date:

Reviewed - LEGALLY SUFFICIENT/INSUFFICIENT

10-23-01
 BILL M. REIMER
 LTC, JA, TXARNG
 AGR JUDGE ADVOCATE

AGENDA ITEM 19

Consider approving amended engagement agreement for Sheets & Crossfield.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve amended engagement agreement for Sheets & Crossfield to set the rate of pay for two experienced condemnation attorneys at the rate of \$150.00 an hour.

Vote: **5 - 0**

< Attachment >

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
(Hourly Basis)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this 16th day of Nov, 2001 at Georgetown, Texas by and between WILLIAMSON COUNTY, "Client", and Brown McCarroll Sheets & Crossfield, L.L.P., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with the acquisition of right-of-way, and the prosecution of condemnation cases on behalf of the County, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the matter, strive to keep Client informed of all significant developments in this case and be available to answer inquiries.
2. Client empowers Attorney to take all steps in said matter deemed by Attorney to be advisable.
3. Client agrees to compensate Attorney for his services at the rate of \$165 per hour for the time which has been devoted to Client's case. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner attorney:	\$165/hr
Litigation attorney:	\$150/hr
Associate attorney:	\$125/hr
Legal assistant (r-o-w)	\$ 55/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; and (4) facsimile charges.

4. Attorney's fee will include the following services:

Obtain right-of-way expeditiously, at the most equitable cost to Client.

Responsibilities include meeting with project manager and Client regarding road location issues, verifying property owners, obtaining appraisals, supervising right-of-way personnel to insure good faith negotiation, delivery of offer letters, prosecuting and supervising the prosecution of condemnation cases and consultation with Client and County Attorney regarding all of the above.