

REVISED MUTUAL AID AGREEMENT FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES

STATE OF TEXAS

COUNTY OF GUADALUPE

This Mutual Aid Agreement is entered into by and between the City of New Berlin ("New Berlin") and the City of Seguin ("Seguin") both municipal corporations situated in Guadalupe County, Texas, pursuant to Texas Government Code, Chapter 791 (Texas Interlocal Cooperation Act), Chapter 418 (Texas Disaster Act) and Chapter 421 (Homeland Security).

WHEREAS, the City of New Berlin desires to provide emergency medical services to the citizens of New Berlin; and

WHEREAS, the City of Seguin currently operates an emergency medical service and represents that it can adequately provide emergency medical services on behalf of New Berlin, according to the terms and conditions stated in this Agreement; and

WHEREAS, the incorporated area of New Berlin, including roads and highways, form the cost basis for this Agreement; and

WHEREAS, the City of Seguin is willing to furnish equipment and trained medical technicians and services to the City of New Berlin for the consideration herein provided.

NOW THEREFORE, in consideration of the mutual covenants, agreements and benefits herein stated the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to allow Seguin to provide emergency medical services to New Berlin.

2. Term and Termination. The term of this Agreement shall be for a period of twelve (12) months beginning October 1, 2017, and ending September 30, 2018. This Agreement shall automatically renew for successive one year periods unless terminated by one of the Parties. Either Party may terminate this Agreement by giving the other Party written notice on or before July 1 stating that the Agreement will not be renewed for another year.

3. Services Provided. Seguin agrees to provide emergency medical services to the incorporated area within the City of New Berlin. These services shall be provided from existing Fire/EMS station locations within Seguin or from such other locations within Seguin as Seguin may, at its sole discretion, deem appropriate.

Services to be provided shall include both responding to calls for emergency medical assistance and providing medical transportation. The amount and type of equipment and number of personnel actually furnished in response to any emergency shall be determined by Seguin. It is understood and agreed that Seguin will give priority to calls within its own jurisdictional boundaries and shall have the right to refuse to respond outside its jurisdictional boundaries should emergency conditions so require.

4. Compensation. By adoption of this Agreement, New Berlin is certifying that it has not annexed any land, including any roads or highways, since the adoption of the former Mutual Aid Agreement for Emergency Services. New Berlin understands and agrees that changes in the incorporated limits of the City may change the cost of services provided under this Agreement.

As consideration for this Agreement and as compensation for the services provided herein New Berlin agrees to pay Seguin, from current revenues, the sum of \$400.00 per month for each month of this Agreement, including any extensions as set forth in Paragraph 2. Said sum shall be in addition to regular and customary charges billed by Seguin to individual users of said services. With the exception of the annexation of additional territory, New Berlin's obligations hereunder shall not exceed the sum of \$400.00 per month.

If any unincorporated area of the County has been incorporated by the City of New Berlin, there will be a corresponding increase in the annual fee, based upon several factors, including but not limited to the size of the area of annexation, the population of the area of annexation, and the call volume in the area of annexation, as determined by agreement between the City of New Berlin and the City of Seguin. Any such will become effective on the effective date of annexation.

5. Reports. Seguin agrees to furnish New Berlin with a monthly report listing the total number of runs made in New Berlin for the previous month and to include such other information relating to emergency medical service as reasonably requested by New Berlin.

6. Force Majeure. Neither Party shall be required to perform a term, condition, or covenant in this Agreement so long a such performance is delayed or prevented by force majeure, which shall include acts of God, strikes, lockout, material or labor restrictions by a governmental authority, civil riot, floods, and any other cause not reasonably within control of either party and which by the exercise of due diligence New Berlin or Seguin is unable, wholly or in part, to prevent or overcome.

7. Adherence to Law. In providing the services enumerated in this Agreement Seguin shall abide by all applicable Federal, State and City law pertaining to the emergency services to be herein provided. Any violation of said laws, ordinances, rules or regulations shall constitute a material breach of this contract and shall entitle New Berlin to immediately terminate this contract upon serving written notice of said termination to Seguin.

8. Independent Contractor. In the performance of the services outlined in this agreement it is understood by the Parties that Seguin is an independent contractor with the full right to supervise, manage, control, and direct the performance of the emergency medical services. New Berlin will look to Seguin solely for resulting services and New Berlin shall have no right, at any time, to direct or supervise Seguin Fire/EMS, its employees, or agents in the performance of such services or as to the manner, means, or methods in which the services are delivered and performed.

9. Miscellaneous Provisions.

(a). No amendment, modification, or alteration of this Agreement shall be binding unless the same by in writing, dated subsequent to the date hereof, and duly executed by authorized representatives of both Parties.

(b). Notice to the Parties shall be delivered to:

City of New Berlin
Attn: Mayor
275 FM 2538
Seguin, TX 78155

City of Seguin
Attn: City Manager
205 N. River Street
Seguin, TX 78155

(c) Prior to the final vote to annex additional land to the City, New Berlin shall provide notice to Seguin of said annexation including maps detailing the limits of said annexation and including a request by New Berlin to add said new city limits to this Agreement.

(d). This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective and legal representatives, successors, and assigns where permitted by this Agreement or applicable law.

(e). If for any reason any one or more of the paragraphs of this Agreement are held invalid, such holding shall not affect, impair, or invalidate the remaining paragraphs of this Agreement, but shall be confined in its operations to the specific sections, clauses or parts of the Agreement held invalid, and the invalidity of any section, sentence, clause, or parts of this Agreement.

(f). This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding.

Executed in duplicate originals this ____ day of August 2017.

City of Seguin, Texas:

By: _____
Douglas G. Faseler, City Manager

Attest: _____
Naomi Manski, City Secretary

City of New Berlin, Texas

By:  _____
Nick Milanovich, Mayor

Attest:  _____
Gil Offer, Administrator