

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**AGREEMENT BETWEEN FORT BEND COUNTY AND
FULSHEAR – SIMONTON VOLUNTEER FIRE DEPARTMENT
FOR EMS HOUSING**

This Agreement is entered into by and between the County of Fort Bend, a body corporate and politic acting herein through its Commissioners Court, (herein "County") and Fort Bend County Emergency Services VFD No 4, (herein "VFD") on this the ___ day of _____, 2016 (the "Effective Date"). The parties hereby mutually agree as follows:

**SECTION I
DUTIES & RESPONSIBILITIES OF THE VFD**

- 1.01 As of the Effective Date of this Agreement, the VFD shall provide space for one (1) or more Fort Bend County EMS Unit(s) and housing for assigned Emergency Medical Service Personnel at the following VFD owned location: Fulshear Fire Station 1, 30626 Fifth Street, Richmond, TX 77441 (herein "VFD Facility"). Space shall be provided at no financial cost the County, but as consideration for locating the EMS Unit(s) at the VFD Facility.
- 1.02 Housing provided by the VFD shall include sleeping quarters, adequate daytime staging space and parking spaces. VFD will also provide minimal amenities such as furniture and appliances; however any additional amenities shall be supplied by the County.
- 1.03 The VFD shall have no responsibility or oversight regarding the operation and maintenance of the EMS Unit(s) and shall have no managerial, supervisory or administrative control over the Emergency Medical Service Division Personnel or the utilization of the Fort Bend County EMS Unit(s).

**SECTION II
DUTIES & RESPONSIBILITIES OF THE COUNTY**

- 1.04 County agrees to operate and maintain MICU (ambulance) or Squad (ALS quick response) capabilities at the VFD Facility. The County shall be responsible for any and all costs associated with (i) the operation and maintenance of the EMS Unit(s) and (ii) the employment of the Emergency Medical Service Division Personnel. The County acknowledges that the VFD has no contractual duty under this Agreement other than providing the VFD Facility; however this acknowledgement is not intended to be nor shall it be construed as an indemnification provision by the County.
- 2.01 County shall ensure that any Emergency Medical Service Personnel assigned at the VFD Facility shall hold at least the rating of an Emergency Medical Technician.

- 2.02 The EMS Unit(s) and Emergency Medical Service Personnel shall continue to be part of the County Emergency Medical Service Division and such EMS Unit(s) stationed at the VFD Facility shall be dispatched only through Fort Bend County.
- 2.03 The Emergency Medical Service Division Personnel shall at all times remain County employees, and the County shall retain sole and independent authority for the Emergency Medical Service Division Personnel and shall be solely responsible for the hiring, training, discipline, actions of and termination of the Emergency Medical Service Division Personnel. The Emergency Medical Service Division Personnel shall not be considered an employee of the VFD. The County shall have the complete responsibility to provide (i) any necessary insurance coverage for such Emergency Medical Service Personnel and (ii) any necessary salary, wages or benefits for such Emergency Medical Service Personnel.

SECTION III
INSURANCE: LIMITATION OF LIABILITY

- 3.01 The County shall be responsible for its own negligence, gross negligence and intentional actions, regardless of the geographical location, relating to the operation and maintenance of the EMS Unit(s) and for the actions of its employees in the operation and maintenance of the EMS Unit(s). The County shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers compensation, and if applicable, emergency medical service professional liability insurance, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment. The VFD shall be named as an additional insured on such policies. The County shall provide the VFD with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.
- 3.02 The County agrees that the VFD's sole responsibility under this Agreement is to provide a location for the stationing of the EMS Unit(s) and assigned Emergency Medical Service Personnel at the VFD Facility. The VFD shall have no authority to affect the manner or method of the provision of emergency services provided by the County. As such, the County represents and agrees that the VFD shall have no liability to the County in any suit or action for damages in which the VFD is named as a result of or in connection with the operation of the EMS Unit(s) and the provision of emergency services therefrom. Nothing in this Agreement is intended nor shall it be construed as an indemnification provision by the County.

SECTION IV
NO PARTNERSHIP

It is agreed that nothing herein contained is intended or should be construed as creating or establishing a partnership relationship between the parties, or as creating or establishing the

relationship by either party as an agent, representative, or employee of the other party for any purpose or in any manner, whatsoever.

SECTION V
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION VI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION VII
COMPLIANCE WITH LAWS AND REGULATIONS

- 7.01 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.
- 7.02 Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery of written notice to the other party.

SECTION VIII
VENUE

The parties agree that this Agreement is fully performable in Fort Bend County, Texas, and further agree that venue for any litigation arising out of or relating to this Agreement must be filed in a court of competent jurisdiction located in Fort Bend County, Texas.

SECTION IX
TERM

This Agreement will become effective _____ 1, 2016 and will expire on September 30, 2017. This Agreement shall thereafter automatically renew under the same terms and conditions for additional one year terms each October 1, unless terminated by Party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party. Notice is effective from County if sent either by the County Judge or from the Chief of EMS.

SECTION X
NOTICES

10 01 Notice to the County shall be sent to:

Fort Bend County
401 Jackson
Richmond Texas 77469
Attention County Judge

With copy to:
Emergency Medical Services
Attn. Chief of EMS
4336 Highway 36
Rosenberg, Texas 77471

Notices to the VFD shall be sent to:

Gilbert H Meier, Fire Chief
Fulshear – Simonton Volunteer Fire Department
P.O. Box 134
Fulshear, TX 77441


**SECTION XI
EXECUTION**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed and effective on the ____ day of _____, 2016.

FORT BEND COUNTY

**FULSHEAR – SIMONTON
VOLUNTEER FIRE DEPARTMENT**

Robert E. Hebert, County Judge



Gilbert H Meier, Fire Chief

Date

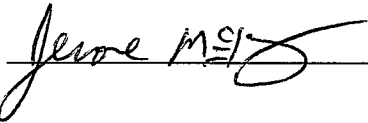


Date

ATTEST:

ATTEST:

Laura Richard, County Clerk



Reviewed:

M. desVignes-Kendrick, MD, MPH, FAA
FBCHHS Director

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