



RESOLUTION NO 316-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS FOR AN AGREEMENT TO TEMPORARILY HOUSE FORT BEND COUNTY EMERGENCY MEDICAL SERVICES PERSONNEL AT FIRE STATION NO. 1

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governmental entities to enter into Interlocal Agreements for greater efficiency and effectiveness in the performance of their functions; and

WHEREAS, the City of Richmond and Fort Bend County desire to enter into an Interlocal Agreement to provide temporary housing for Fort Bend County Emergency Medical Services personnel at Fire Station No. 1 while the EMS facility is under construction; and

WHEREAS, the City Commission of the City of Richmond deems it in the public interest to enter into the Interlocal Agreement with Fort Bend County for temporary housing for EMS personnel; **NOW, THEREFORE**,


BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

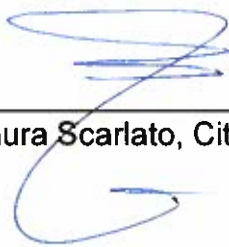
Section 2. The City Commission of the City of Richmond approves the Interlocal Agreement with Fort Bend County for temporary housing of Fort Bend County Emergency Medical Services personnel at Fire Station No. 1 and authorizes the execution of the same, a copy of which is attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall be effective from and after its adoption.

PASSED AND APPROVED on this the 20th day of April, 2020.


Evalyn Moore, Mayor

ATTEST:



Laura Scarlato, City Secretary

APPROVED AS TO FORM:



Gary W. Smith, City Attorney

Exhibit A

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT BETWEEN
FORT BEND COUNTY AND
CITY OF RICHMOND**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, herein referred to as "COUNTY" and City of Richmond, a political subdivision of the State of Texas, acting herein by and through its governing body, hereinafter referred to as "CITY".

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, public health and welfare; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

**SECTION 1.
PURPOSE**

The purpose of this Agreement between COUNTY and CITY is to provide housing for County owned ambulance units and personnel at a City-owned property to assist the County in the provision of emergency medical services during construction of the County EMS facility for Medic 6, and to set forth the respective duties and responsibilities of each Party.

**SECTION 2.
DUTIES & RESPONSIBILITIES OF THE CITY**

City of Richmond Fire Station No. 1

- 2.1.** The City shall provide space for housing of one (1) Mobile Intensive Care Unit (MICU) at the City of Richmond Fire Station No. 1 located at 200 Houston St., Richmond, Texas 77469.
- 2.2.** The City shall provide space for up to two (2) Fort Bend County Emergency Medical Service Division Personnel ("EMS Personnel") to be stationed at the City of Richmond Fire Station No. 1.

- 2.3.** The CITY shall have no responsibility or oversight regarding the operation and maintenance of the MICU and shall have no managerial, supervisory or administrative control over the EMS Personnel.

SECTION 3. DUTIES & RESPONSIBILITIES OF THE COUNTY

3.1 The COUNTY will provide one Mobile Intensive Care Unit (MICU) and up to two (2) EMS Personnel at location(s) listed in Section 2.

3.2 The COUNTY shall be responsible for any and all costs associated with (i) the operation and maintenance of the MICU and (ii) the employment of the EMS Personnel. Notwithstanding, this provision is not intended to be nor shall it be construed as an indemnification provision by the COUNTY.

3.3 The County shall provide workers compensation and other coverage for their employees stationed at the City's Fire Station No. 1 under this Agreement.

3.4 MICU and EMS Personnel shall continue to be part of the County Emergency Medical Service Division and such unit stationed at the City's Fire Station No. 1 shall be dispatched only through the County.

3.5 The EMS Personnel shall at all times remain COUNTY employees, and the COUNTY shall retain sole and independent authority for the EMS Personnel and shall be solely responsible for the hiring, training, discipline, actions of and termination of the EMS Personnel. EMS Personnel are not employees of the CITY. The COUNTY shall have the complete responsibility to provide (i) any necessary insurance coverage for such EMS Personnel and (ii) any necessary salary, wages or benefits for such EMS Personnel.

3.6 The Parties agree that the County is not providing any goods or services to the City under this Agreement.

3.7 The EMS Personnel shall abide by the rules governing the conduct of the City's Fire Department employees while present at the Fire Station No.1.

SECTION 4. INSURANCE AND LIMITATION OF LIABILITY

4.1 Each party shall be responsible for its own negligent actions and for the actions of its employees that may arise in connection this this Agreement. Each party 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. No party hereto shall have any obligation to provide or extend insurance coverage for any of the services, events resulting from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

42 By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the state of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

4.3. The City shall not be responsible for the loss of any personal property stored or kept at the City's Fire Station No. 1 by the County's EMS personnel.

SECTION 5. NO PARTNERSHIP

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting City (including its officers, employees, and agents) the agent, representative, or employee of the County for any purposes, or in any manner, whatsoever.

SECTION 6. 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 the law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION 7. 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 alteration, 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 8. COMPLIANCE WITH LAWS AND REGULATIONS

8.1 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

8.2 Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating 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 or written notice of termination to the other party.

SECTION 9.

TERM

It is expressly understood and agreed that this Agreement is will be effective from the date signed by the last party hereto through August 31, 2020, unless terminated sooner by either party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

SECTION 10. VENUE

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

SECTION 11. BENEFICIARIES

This Agreement is solely for the benefit of the County and the City and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

SECTION 12. NOTICES

Notices, correspondence, and all other communications shall be addressed:

If to County: Jacquelyn Johnson-Minter, MD, MBA, MPH
Director and Local Health Authority
Fort Bend County Health & Human Services
4520 Reading Rd. Ste. A
Rosenberg, TX 77471

With a copy to: Emergency Medical Services
Attention: Chief of EMS
4332 Highway 36 South
Rosenberg, Texas 77471

and to: Fort Bend County
Attention: County Judge
401 Jackson St.
Richmond, Texas 77469

If to City : City of Richmond
ATTN: City Manager
402 Morton Street
Richmond, Texas 77469


With a copy to: City of Richmond
ATTN: Fire Chief
402 Morton Street
Richmond, Texas 77469

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and the COUNTY upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

FORT BEND COUNTY:

CITY OF RICHMOND:

KP George, Fort Bend County Judge


Evalyn W. Moore, Mayor

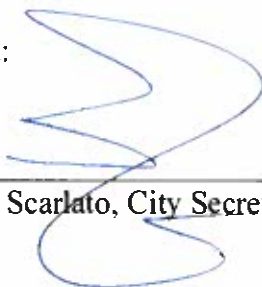
Date: _____

Date: 04 24 2020

Attest:

Attest:

Laura Richard, Fort Bend County Clerk



Laura Scarlato, City Secretary

Reviewed by:

Reviewed by:

Jacquelyn Johnson-Minter, MD, MBA, MPH
Director and Local Health Authority

Mike Youngblood, Fire Chief
City of Richmond

Graig Temple, Chief of FBC EMS