

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT BETWEEN
FORT BEND COUNTY AND
FORT BEND COUNTY EMERGENCY SERVICE DISTRICT # 2**

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 Fort Bend County Emergency Service District # 2, a political subdivision of the State of Texas, acting herein by and through its Board, hereinafter referred to as "BOARD".

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 795 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 DISTRICT is to provide housing for County owned ambulance units and personnel at District owned properties, and to set forth the respective duties and responsibilities of each Party.

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

Willow Fork Fire Station #1.

- 2.01.** The District shall provide space for housing of one (1) Emergency Medical Service Unit at the District's Willowfork Fire Station #1, located at 24655 Westheimer Parkway, Katy, Texas 77494.
- 2.02.** The District shall provide space for up to two (2) Fort Bend County Emergency Medical Service Division Personnel ("EMS Personnel") to be stationed at the District's Willow Fork Fire Station #1.

Willow Fork Fire Station #2.

2.03 The District shall provide space for housing of one (1) Emergency Medical Service Unit at the District's Willowfork Fire Station #2, located at 26950 Cinco Ranch Blvd., Katy, Texas 77494.

2.04 The District shall provide space for up to (2) Fort Bend County EMS Personnel to be stationed at the District's Willow Fork Fire Station #2.

Willow Fork Fire Station #3.

2.05 Beginning January 1, 2019, the District shall provide space for housing of one (1) Emergency Medical Service Unit at the District's Willowfork Fire Station #3, located at 2700 Spring Green Blvd., Katy, Texas 77494.

2.06 The District shall provide space for up to two (2) Fort Bend County EMS Personnel to be stationed at the District's Willow Fork Fire Station #3.

**SECTION 3.
DUTIES & RESPONSIBILITIES OF THE COUNTY**

3.01 The COUNTY will provide one (1) Emergency Medical Service Unit and up to two (2) EMS Personnel at each station listed in Section 2.

3.02 As consideration for the DISTRICT providing the housing at the Fire Stations for the operation of such Ambulance Unit, the COUNTY will operate and maintain (1) the Ambulance Unit and corresponding EMS Personnel in service to Fort Bend County and the DISTRICT. The DISTRICT shall have no responsibility or oversight regarding the operation and maintenance of the Ambulance Unit and shall have no managerial, supervisory or administrative control over the EMS Personnel. The COUNTY shall be responsible for any and all costs associated with (i) the operation and maintenance of the Ambulance Unit 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.

3.03 EMS Personnel shall hold at least the rating of an Emergency Medical Technician-Paramedic.

3.04 Ambulance Unit and Personnel shall continue to be part of the County Emergency Medical Service Division and such unit stationed at the District's Fire Station shall be dispatched only through the County.

3.05 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 DISTRICT. 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.

SECTION 4. INSURANCE AND LIMITATION OF LIABILITY

4.01 Each party shall be responsible for its own negligent actions, regardless of the geographical location relating to the operation and maintenance of the Ambulance Unit and for the actions of its employees in the operation and maintenance of the Ambulance Unit. 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.

4.02 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.

SECTION 5. NO PARTNERSHIP

5.01 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 District (including its officers, employees, and agents) the agent, representative, or employee of the County for any purposes, or in any manner, whatsoever.

5.02 The District is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

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

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

8.02 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 September 30, 2020, with automatic one-year renewals, for a period of up to five years, 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 District 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, M.D., MBA, MPH
Director, Health and 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 District: Mr. Tom Raia, Jr., Board President
Fort Bend County Emergency Service District No. 2
24655 Westheimer Parkway
Katy, Texas 77494

With a copy to: Fire Chief Billy Wilson
Willowfork Fire Department
24655 Westheimer Parkway
Katy, Texas 77494

and to: David Manley
Coveler & Peeler, P.C.
820 Gessner, Suite 1710
Houston, Texas 77024

*{Execution Page Follows}
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IN WITNESS WHEREOF, this Agreement has been executed by the DISTRICT 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:

**FORT BEND EMERGENCY SERVICES
DISTRICT #2:**

KP George, Fort Bend County Judge



Tom, Raia, Board President

Date: _____

Date: 4/29/2020

Attest:

Attest:

Laura Richard, Fort Bend County Clerk



Marti Thorne, Board Secretary

Reviewed by:

Jacquelyn Johnson-Minter, MD, MBA, MPH
Director and Local Health Authority
FBC Health & Human Services

Graig Temple, Chief of FBC EMS