

RESOLUTION NO. 26-20

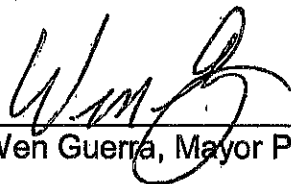
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AUTHORIZING THE MAYOR PRO TEM TO EXECUTE A RENEWAL AGREEMENT WITH FORT BEND COUNTY EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT.

\* \* \* \* \*

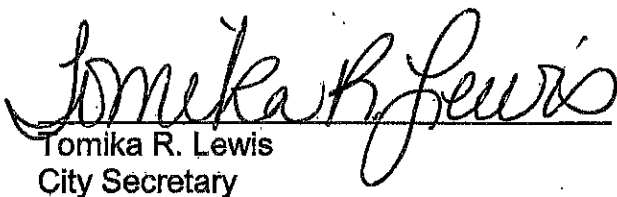
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the City Council hereby authorize the Mayor Pro Tem to execute a renewal agreement with Fort Bend County Emergency Medical Services Housing Agreement in accordance to the terms and conditions of the agreement attached hereto as Exhibit "A" and incorporated herein for all purposes.

PASSED, APPROVED, and RESOLVED this 19<sup>th</sup> day of August 2020.

  
\_\_\_\_\_  
Wen Guerra, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Tomika R. Lewis  
City Secretary

**EXHIBIT A**

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

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

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 Stafford, hereinafter referred to as "CITY".

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 CITY is to provide housing for County owned ambulance units and Emergency Medical Service Division Personnel ("EMS Personnel") at CITY owned properties and to set forth the respective duties and responsibilities of each Party.

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

- 2.01 The CITY shall provide space for housing of one (1) Fort Bend County Advance Life Support Ambulance Unit at the CITY's Fire Station No. 2 located at 10210-A Mula Rd., Stafford, Texas 77477.
- 2.02 The CITY shall provide space for two (2) Fort Bend County Emergency EMS Personnel to be stationed at the CITY'S Fire Station No. 2.

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

- 3.01 The County will provide one (1) Advance Life Support Ambulance Unit and two (2) EMS Personnel at each station listed in Section 2.
- 3.02 EMS Personnel shall hold at least the rating of an Emergency Medical Technician-Paramedic.
- 3.03 The Ambulance Unit and EMS Personnel shall continue to be part of the County Emergency Medical Service Division and shall be dispatched only through the COUNTY.

**SECTION 4.**  
**INSURANCE**

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 CITY (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 CITY 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 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 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, 2021, 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 CITY and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

**SECTION 12.**  
**CURRENT REVENUE**

Each party is paying for the performance of governmental functions or services from current available revenue.

**SECTION 13.**  
**NOTICES**

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

*If to County*                    Fort Bend County, Health and Human Services  
  ATTN: Director  
  4520 Reading Rd. Ste. A  
  Rosenberg, TX 77471

*With a copy to:*                Fort Bend County 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 Stafford  
2610 South Main Street  
Stafford, Texas 77477

*With a copy to:* Stafford Fire Department  
Attention: Chief  
10210-A Mula Rd.  
Stafford, Texas 77477

*{Execution Pages Follows}  
{Remainder Left Intentionally Blank}*

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:

\_\_\_\_\_  
KP George, Fort Bend County Judge

Date: \_\_\_\_\_


Attest:

\_\_\_\_\_  
Laura Richard, Fort Bend County Clerk

Reviewed by:


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

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Graig Temple, Chief of FBC EMS

Date: 09-10-2020

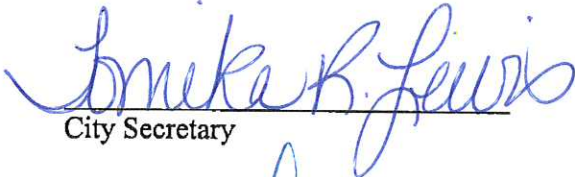
CITY OF STAFFORD



Wen Guerra, Mayor Pro Tem

Date: 8/20/20

ATTEST:



Brnika B. Lewis

City Secretary

STAFFORD FIRE DEPARTMENT



Fire Chief

Date: 8/20/20