

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Phone Number: 281-341-4555

<input checked="" type="checkbox"/>	Auditor	(281-341-3774)	<input checked="" type="checkbox"/>	Comm. Pct. 1	(281-342-0587)
<input checked="" type="checkbox"/>	Budget Officer	(281-344-3954)	<input checked="" type="checkbox"/>	Comm. Pct. 2	(281-403-8009)
<input checked="" type="checkbox"/>	Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/>	Comm. Pct. 3	(281-242-9060)
<input checked="" type="checkbox"/>	Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/>	Comm. Pct. 4	(281-980-9077)
<input checked="" type="checkbox"/>	Information Technology	(281-341-4526)	<input checked="" type="checkbox"/>	County Clerk	(281-341-8697)
<input checked="" type="checkbox"/>	Other: <u>Dr. Galloway, Health & Human Serv.</u>		<input checked="" type="checkbox"/>	County Atty.	(281-341-4557)
	Other: <u>Daniel Kosler, EMS</u>				
	Other: <u>Wyatt Scott, Risk Management</u>				

1-3-10 2 origgs ret. to Nicole at Co. Attorney

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into between the County of Fort Bend, Texas, hereinafter referred to as "**County**" and the City of Richmond, providing service through City of Richmond Fire Department, hereinafter referred to as "**Fire Department**".

WHEREAS, the **Fire Department** does not have the personnel, equipment, or facilities to provide ambulance training;

WHEREAS, the **County** agrees to allow **Fire Department** access to the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of this Agreement, at no cost to the Fire Department;

WHEREAS, the governing body of the **County** has duly authorized this Agreement;

WHEREAS, the governing body of the Fire Department has duly authorized this Agreement; and

WHEREAS, this Agreement between the **County** and the **Fire Department** is entered into pursuant to and under the provisions of V.T.C.A. Government Code, Chapter 791.

NOW THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and conditions herein, the parties agree as follows:

1. The **County** agrees to allow access to the above stated Emergency Medical Services equipment, personnel, and facilities, so that the personnel of the **Fire Department** will be allowed to ride aboard the ambulances of **County**, for the purposes of allowing the personnel of the **Fire Department** to train under the Emergency Medical Service. The access allowed will be at the sole discretion of **County**, by and through its Emergency Medical Services Director.
2. The **County** agrees to allow access to the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of this Agreement at no cost to the **Fire Department**.
3. **Fire Department** must require each person to read the Fort Bend County EMS Department Policy for the Confidentiality and Security of Protected Health Information and sign the Fort Bend County EMS Acknowledgment of Patient Confidentiality.
4. This Agreement shall be effective beginning **October 1, 2009** and shall automatically renew on each anniversary thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

5. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this Agreement.

6. Hold Harmless.

To the extent allowed by law, the **Fire Department** agrees to indemnify, protect, defend and hold harmless the **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this Agreement.

7. Liability Insurance.

Commercial General Liability: Fire Department agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.

8. This Agreement constitutes the entire understanding between the parties and supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CITY OF RICHMOND

Thomas L. Moore
Mayor

Date: 12/21/09

ATTEST:

Mona Matala
City Secretary

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

Date: 1-5-2010

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

