

## AGENDA ITEM

13C

ARF-3184

## REGULAR SESSION AGENDA

HHS-Emergency Medical Services

Date: 03/22/2011

## EMS Housing Agreement - FBC Emergency Services District No. 4

**Submitted For:** HHS / EMS**Submitted By:**

✓ Nikki Mehrens, County Attorney

**Department:** County Attorney**Type of Item:** Consent**Renewal Agreement/** Yes**Appointment:****Reviewed by County** Yes**Attorney's Office:****Multiple Originals** yes**Y/N?:**

---

**Information****SUMMARY OF ITEM**

Take all appropriate action on renewal Emergency Medical Services Housing Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 4, effective for a two-year period, beginning October 1, 2010 and ending September 30, 2012.

**SPECIAL HANDLING**

---

**Attachments**Link: EMS Housing.ESD #4

---

3/14/11 2 originals returned to Nicole at County Attorney

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT BETWEEN FORT BEND  
COUNTY AND FORT BEND COUNTY EMERGENCY SERVICE DISTRICT # 4**

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and Fort Bend County Emergency Service District # 4, hereinafter referred to as "District."

It is mutually agreed by the parties hereto as follows:

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

**1.01** The District shall provide space for housing of one (1) Emergency Medical Service Unit at the District's Fire Station, located at 30626 Fifth Street, Fulshear, Texas 77441.

**1.02** The District shall provide space for two (2) Fort Bend County Emergency Medical Service Division Personnel to be stationed at the District's Fire Station.

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

**2.01** The County will provide one (1) Emergency Medical Service Unit and two (2) Emergency Medical Service Division Personnel.

**2.02** Emergency Medical Service Personnel shall hold at least the rating of an Emergency Medical Technician.

**2.03** 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.

**SECTION III  
INSURANCE**

**3.01** Each party shall be responsible for its own negligent actions, regardless of the geographical location. 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.

**SECTION IV  
NO CO-PARTNERSHIP**

**4.01** 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.

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

#### **SECTION V SEVERABILITY**

**5.01** 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 VI ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

**6.01** 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 VII. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**b.** 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 VIII. TERM**

**8.01** It is expressly understood and agreed that this Agreement is for a two-year period, effective **October 1, 2010** and ending **September 30, 2012**. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

#### **SECTION IX. NOTICES**

**9.01** Notice to the **County** shall be sent to:

Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attention: County Judge

With copy to:

Fort Bend County EMS  
Attn: Daniel Kosler, Director  
4336 Highway 36  
Rosenberg, Texas 77471

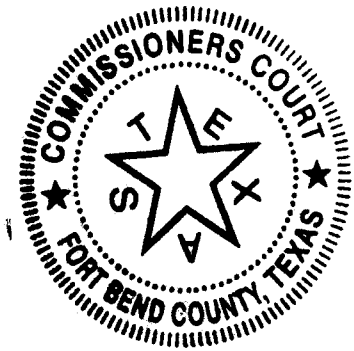
To the **District**:

Fort Bend County Emergency Service District #4  
P.O. Box 494  
Fulshear, Texas 77441

Executed this 8 day of March, 2011.

ATTEST:

  
Dianne Wilson, County Clerk

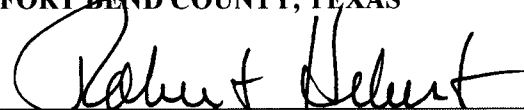


ATTEST:

\_\_\_\_\_  
District Secretary

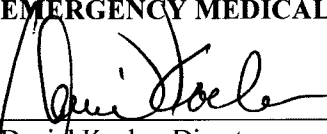
**FORT BEND COUNTY, TEXAS**

By:

  
Robert E. Hebert, County Judge

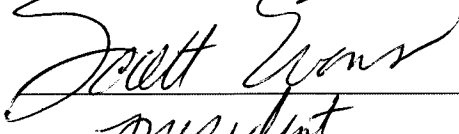
**FORT BEND COUNTY  
EMERGENCY MEDICAL SERVICES**

By:

  
Daniel Kosler, Director  
Date: 2-28-2011

**FORT BEND COUNTY EMERGENCY  
SERVICE DISTRICT #4**

By:

  
Title: President  
Date: 1-18-11

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE  
HOUSING AGREEMENT BETWEEN FORT BEND COUNTY AND  
FORT BEND COUNTY EMERGENCY SERVICE DISTRICT # 4**

On this the 8 day of March, 2011, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute the Housing Agreement between Fort Bend County and Fort Bend County Emergency Service District # 4 for Housing of EMS Ambulance and EMS Technicians. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.