

EVALYN W. MOORE  
MAYOR

GLEN GILMORE  
JESSE TORRES  
COMMISSIONERS

# City of Richmond

402 Morton Street  
Richmond, TX 77469  
(281) 342-5456



February 24, 2016

COUNTY JUDGE  
RECEIVED

MAR 11 2016

Mr. Marcus D. Spencer  
First Assistant County Attorney  
401 Jackson Street  
Richmond, Texas 77469

Re: Interlocal Agreement – Fort Bend County for the Housing of Emergency Medical Services

Dear Mr. Spencer

Please find enclosed the Interlocal Agreement referenced above. The Agreements have been signed on behalf of the City of Richmond. Please execute and **return one fully executed original to the City of Richmond**, to my attention. Thank you so much for your attention to the document.

Sincerely,

*Laura Scarlato*

City Secretary  
lscarlato@ci.richmond.tx.us

RECEIVED

FEB 25 2016

COUNTY ATTORNEY



## RESOLUTION NO 129-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS FOR THE HOUSING OF EMERGENCY MEDICAL SERVICES PERSONNEL AND EQUIPMENT

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 for the housing of Emergency Medical Services personnel and equipment; 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 the housing of Emergency Medical Services personnel and equipment; 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 the housing of Emergency Medical Services personnel and equipment 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 15<sup>th</sup> day of February, 2016.

  
\_\_\_\_\_  
Evalyn Moore, Mayor


**ATTEST:**



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Laura Scarlato, City Secretary

**APPROVED AS TO FORM:**



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Gary W. Smith, City Attorney

**Exhibit A**

**Exhibit A To:**

**RESOLUTION NO. 129-2016**

STATE OF TEXAS                    {  
  {       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND         {

**INTERLOCAL AGREEMENT FOR EMS HOUSING  
BETWEEN FORT BEND COUNTY AND  
CITY OF RICHMOND**

This Interlocal Agreement is made by and between **Fort Bend County** ("County"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **City of Richmond** ("City"), a political subdivision, acting by and through its City Commission.

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services;

**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 County and the City 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:

1. Services

- A. During the Term of this Agreement, City shall allow County to house one or more Fort Bend County Mobile Intensive Care Unit(s) and sufficient personnel (two per unit) at the City's Fire Station Number 3 located at 11750 Mason Road, Richmond, Texas 77406, without charge for use of the space for storing of the units and related equipment or for living space for the personnel. City shall maintain such Fire Station, including the site, so that at all times the same are suitable and safe for emergency medical equipment, unit and personnel.

B. The Parties agree that the County's payment of \$ -0- ~~each~~ \_\_\_\_\_ is fair compensation for the services or functions performed under the contract and that any funding required performing the services must be from current revenues available to the Party paying such expense.

C. County will invoice patients directly and/or their medical coverage providers for emergency medical care received.

2. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from the date of execution by the last party until midnight on September 30, 2016. This Agreement shall automatically renew for additional one year terms each October 1<sup>st</sup> under the same terms and conditions; but subject to termination by either party.

3. Relationship of Parties

The Parties agree that in performing services specified in the is Agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other nor be entitled to participate in any pension or other benefits that the other provides its employees.

4. Notice to Parties

A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.

B. Notice to County shall be sent to:

Fort Bend County  
Attn: County Judge  
401 Jackson  
Richmond, Texas 77469

With copy to:  
Fort Bend County EMS  
Attn: Chief  
4332 Highway 36 South  
Rosenberg, Texas 77471

C. Notice to City shall be sent to:

City of Richmond  
Attn: City Manager  
402 Morton Street  
Richmond, Texas 77469

D. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

5. Insurance

A. **Commercial General Liability:** Both Parties agree to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.

B. **Automobile Liability:** Both Parties agree to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. **Workers' Compensation and employer's Liability:** Both Parties agree to maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employers' Liability limits of \$500,000 per accident.

D. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the other Party. Any termination of coverage shall result in immediate termination of this Agreement. Each party's policies shall provide waiver of subrogation in favor of the other Party.


**E. COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A-BEST RATING) ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND THE CITY OF RICHMOND RISK MANAGER AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE OTHER PARTY UPON REQUEST OF A PARTY.**

6. Miscellaneous Provisions

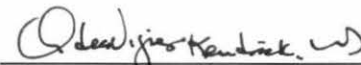
A. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral

- representations or modifications concerning this Agreement shall be of no force or effect except in a subsequent modification in writing signed by both Parties.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
  - C. Venue shall be in Fort Bend County, Texas.
  - D. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party.
  - E. The undersigned officer and/or agent of the Parties hereto are the properly authorized official of the Party represented and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
  - F. The Parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
  - G. In the event that any one or more of the terms provision or conditions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal or unenforceable term, provision or condition had never been contained in it.

FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert Hebert, Fort Bend County Judge

Reviewed:

 03/10/2016  
\_\_\_\_\_  
M. desVignes-Kendrick, MD, MPH, FAAP  
FBCHHS Director

Date: March 22, 2016  
Approved by Commissioners Court: \_\_\_\_\_

Attest:

Laura Richard  
Laura Richard, Fort Bend County Clerk



CITY OF RICHMOND:

Terri Vela  
Terri Vela, City Manager

Attest:

Laura Scarlato  
Laura Scarlato, City Secretary

Date: 02.15.16

Auditor's Certificate

I hereby certify that funds are available from current revenues legally available in the amount of \$ 0 to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant  
Ed Sturdivant, Fort Bend County Auditor