



- 2.02 The EMS Unit(s) and Emergency Medical Service Personnel shall continue to be part of the County Emergency Medical Service Division and such EMS Unit(s) stationed at the VFD Facility shall be dispatched only through Fort Bend County.
- 2.03 The Emergency Medical Service Division Personnel shall at all times remain County employees, and the County shall retain sole and independent authority for the Emergency Medical Service Division Personnel and shall be solely responsible for the hiring, training, discipline, actions of and termination of the Emergency Medical Service Division Personnel. The Emergency Medical Service Division Personnel shall not be considered an employee of the VFD. The County shall have the complete responsibility to provide (i) any necessary insurance coverage for such Emergency Medical Service Personnel and (ii) any necessary salary, wages or benefits for such Emergency Medical Service Personnel.

**SECTION III**  
**INSURANCE: LIMITATION OF LIABILITY**

- 3.01 The County shall be responsible for its own negligence, gross negligence and intentional actions, regardless of the geographical location, relating to the operation and maintenance of the EMS Unit(s) and for the actions of its employees in the operation and maintenance of the EMS Unit(s). The County 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. The VFD shall be named as an additional insured on such policies. The County shall provide the VFD with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.
- 3.02 The County agrees that the VFD's sole responsibility under this Agreement is to provide a location for the stationing of the EMS Unit(s) and assigned Emergency Medical Service Personnel at the VFD Facility. The VFD shall have no authority to affect the manner or method of the provision of emergency services provided by the County. As such, the County represents and agrees that the VFD shall have no liability to the County in any suit or action for damages in which the VFD is named as a result of or in connection with the operation of the EMS Unit(s) and the provision of emergency services therefrom. Nothing in this Agreement is intended nor shall it be construed as an indemnification provision by the County.

**SECTION IV**  
**NO PARTNERSHIP**

It is agreed that nothing herein contained is intended or should be construed as creating or establishing a partnership relationship between the parties, or as creating or establishing the

relationship by either party as an agent, representative, or employee of the other party for any purpose or in any manner, whatsoever.

**SECTION V**  
**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 law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

**SECTION VI**  
**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 alterations, 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 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.
- 7.02 Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the 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 of written notice to the other party.

**SECTION VIII**  
**VENUE**

The parties agree that this Agreement is fully performable in Fort Bend County, Texas, and further agree that venue for any litigation arising out of or relating to this Agreement must be filed in a court of competent jurisdiction located in Fort Bend County, Texas.

**SECTION IX**  
**TERM**

This Agreement will become effective \_\_\_\_\_ 1, 2016 and will expire on September 30, 2017. This Agreement shall thereafter automatically renew under the same terms and conditions for additional one year terms each October 1, unless terminated by Party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party. Notice is effective from County if sent either by the County Judge or from the Chief of EMS.

**SECTION X**  
**NOTICES**

10 01 Notice to the County shall be sent to:

Fort Bend County  
401 Jackson  
Richmond Texas 77469  
Attention County Judge

With copy to:  
Emergency Medical Services  
Attn. Chief of EMS  
4336 Highway 36  
Rosenberg, Texas 77471

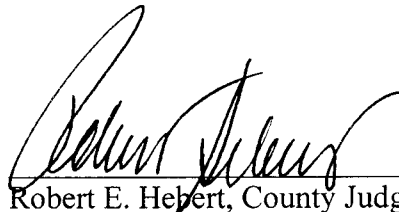
Notices to the VFD shall be sent to:

Gilbert H Meier, Fire Chief  
Fulshear – Simonton Volunteer Fire Department  
P.O. Box 134  
Fulshear, TX 77441

**SECTION XI**  
**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed and effective on the 23 day of August, 2016.

**FORT BEND COUNTY**

  
Robert E. Hebert, County Judge

**FULSHEAR - SIMONTON**  
**VOLUNTEER FIRE DEPARTMENT**

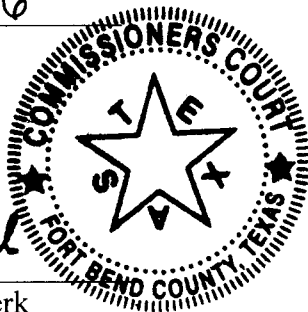
  
Gilbert H Meier, Fire Chief

August 23, 2016  
Date

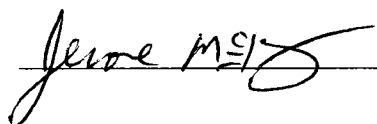
7/21/2016  
Date

ATTEST:

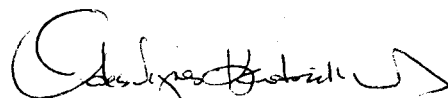
  
Laura Richard, County Clerk



ATTEST:

  
Jerron Meier

Reviewed:

  
M. desVignes-Kendrick, MD, MPH, FAAP  
FBCCHS Director

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Fulshear Volunteer Fire Department Inc  
Fulshear, TX United States

**Certificate Number:**  
2016-96442

**Date Filed:**  
08/08/2016

**Date Acknowledged:**  
08/23/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
County of Fort Bend

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

None  
Housing Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath