

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

**INTERLOCAL AGREEMENT FOR GROUND LICENSE BETWEEN FORT BEND COUNTY
 AND THE CITY OF ROSENBERG FOR EMERGENCY MEDICAL SERVICES STATION**

This INTERLOCAL LICENSE 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 on behalf of the Fort Bend County Emergency Medical Service ("EMS"), and the **City of Rosenberg** ("CITY") a political subdivision, acting by and through its City Council, collectively referred to herein as "Parties."

RECITALS

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

WHEREAS, Section 272.005 of the Texas Local Government Code authorizes a political subdivision to lease property to another political subdivision to promote a public purpose without the necessity of complying with any competitive purchasing procedures; and

WHEREAS, the Parties have discussed mutual goals regarding the remodeling of the existing building or the demolition and construction of a new building at the City's Fire Station located at 406 Houston Street, Rosenberg, Texas 77471, which currently houses the Fort Bend County EMS Mobile Intensive Care Unit and sufficient personnel; and

WHEREAS, the Parties agree to enter into this Interlocal Agreement pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, and Chapter 272 of the Texas Local Government Code for the performance of governmental functions and services; specifically, public health and welfare; and the license of city-owned property without following the requirements of regular competitive bidding procedures; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Ground License Agreement; and

WHEREAS, the representations, covenants and recitations set forth in the foregoing recitals are material to this agreement and incorporated into the Agreement detailed below.

In consideration of the foregoing and further consideration of the mutual promises, covenants and agreements herein set forth, and other good and valuable consideration, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms as used in this Ground License Agreement ("Agreement"), shall have the following meanings, unless the context indicates otherwise:

a. "Applicable Laws" means all federal and state statutes, acts, ordinances, rules, regulations, permits, licenses in effect during the initial term or any extension term of this Agreement that may be applicable to the EMS station or any aspect of the EMS station, including the planning, design, engineering, construction, development, maintenance, operations, management and use of the EMS station. Applicable Laws also means all other laws referenced throughout this Agreement.

b. "Approved Plans" means the plans, site plans, construction drawings and specifications approved by the Parties.

c. "Commencement Date" means the date this Agreement has been fully executed by the Parties.

d. "Commencement of Construction" means the date on which excavation or foundation work is begun for the Emergency Medical Services station.

e. "Construction Standard" shall mean performance of all planning, design, and construction activities in a diligent and careful manner with the quality of services at least equal to the quality of services performed and practiced by Fort Bend County, as of the date of this Agreement, in the planning, design and construction of its EMS station, as well as meet and comply with City's adopted building codes, fire codes, and Unified Development Codes and other applicable ordinances at such time Commencement of Construction begins.

f. "Contracts" shall mean any and all contracts and agreements entered into or to be executed by COUNTY in connection with the performance of any of its obligations under this Agreement and any subsequent written agreements relating to the planning, design, engineering, construction, equipping, furnishing, fixtures, management, operation, maintenance, and use of the EMS station.

g. "EMS station" means the Fort Bend County Emergency Medical Service station and directly associated Infrastructure, or any substitute facility approved in writing by designated authorized representatives of both parties, to be constructed on the Licensed Premises pursuant to this Agreement and in accordance with applicable law and county policy.

h. "Facility Equipment" means all moveable furniture, furnishings, equipment, machinery, telecommunications and computer equipment, books and other personal property owned by COUNTY and used in connection with the EMS station.

i. "Improvements" means all buildings, structures, appurtenant facilities or utilities located on the Premises during the initial License term and any extension term of the Agreement, including the EMS station.

j. "License Term" means the initial term and/or any extension term of this Agreement.

k. "Maintenance" means all actions required to keep the Premises in a usable condition and/or in good appearance, or to prevent deterioration. *"Maintenance"* includes, but is not limited to, major repairs to and/or replacement of the roof, electrical, plumbing, mechanical, heating, air conditioning, and other systems, repair and replacement of any fixed equipment or structural feature, or other structural items, alterations or modifications required to comply with any governmentally imposed laws and/or regulations and/or as required for health and safety.

l. "Permitted Encumbrances" means, as of any particular time, (i) liens for *ad valorem* taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested in accordance with the terms of this Agreement, (ii) currently existing utility, access, and other easements and rights of way, restrictions, and exceptions, (iii) inchoate mechanics' and materialmen's liens that arise by operation of law, but that have not been perfected by the required filing of record, for work done or materials delivered after the date of recording this Agreement, (iv) the State Conditions, and (v) any additional exceptions or encumbrances created or consented to by CITY.

m. "Premises" means the approximate 0.33 acres located in the southeast corner of the property located at 406 Houston Street, Rosenberg, Fort Bend County, Texas 77471 and Licensed pursuant to this Agreement as more particularly described and depicted in the attached Exhibit A.

ARTICLE II LICENSED PREMISES AND TERM OF LICENSE

(a) *Initial Term.* In consideration of the rents, covenants, agreements, and conditions set forth between the Parties in this Agreement, CITY does hereby license to COUNTY the approximately 0.33 acres located in the southeast corner of the premises located at 406 Houston Street, Rosenberg, Fort Bend County, Texas, more particularly described and depicted in Exhibit A. The term of the Agreement shall commence on the Commencement Date and the initial term shall expire at 12:00 midnight on the 30th anniversary date of the Commencement Date (the "Initial Term").

(b) *Renewal and Extension of Agreement.* Provided COUNTY is not in default beyond the expiration of any applicable cure period expressly granted to COUNTY in this Agreement, the Agreement will be renewable for up to five (5) additional ten (10) year periods upon mutual written agreement of the Parties. The Parties' mutual written agreement shall be executed by the appropriate individuals with authority to so bind each of the Parties at least one hundred eighty (180) days prior to the expiration of the License Term. Any renewal of this Agreement shall be upon terms and conditions as agreed to in writing and appropriate, including but not limited to, License rates and other costs and expenses for which COUNTY is obligated. Nothing in this Paragraph shall prevent either CITY or COUNTY from deciding to not extend the Agreement beyond the initial License term or any extension term or to terminate this License in accordance with the terms of this License.

(c) *Reversion of EMS station.* Except as may be provided in any further written agreement of the Parties executed by their respective legally designated representatives, the title to all Improvements and Facility Equipment shall be vested in COUNTY as provided in this Agreement. Upon termination of the License, whether at the end of the License term or by agreement of the parties, the CITY shall assume ownership and possession of the EMS station with any Improvements, excluding the Facility Equipment, from COUNTY. Upon the execution and delivery of the necessary title documents, the Premises, excluding the Facility Equipment, shall thereafter constitute and belong to and be the absolute property of CITY or CITY's successors and assigns, free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by COUNTY at any time during the License term.

(d) Unless the EMS station is demolished in accordance with the terms of this Agreement, COUNTY shall, at the expiration or termination of the License Term, COUNTY shall quit and surrender the Premises in good order and condition, ordinary wear and tear and casualty excepted. COUNTY shall surrender to the CITY all keys used in connection with the Premises.

ARTICLE III RENT

(a) *Initial Term Rent.* COUNTY shall pay CITY rental payments of One Dollar and No Cents (\$1.00) per year throughout the Initial Term of the Agreement, beginning upon the Effective Date of this Agreement. The total rental amount of Thirty Dollars and No Cents (\$30.00), to cover the initial License term, shall be payable in advance on the first day of the License Term without notice or demand and without setoff.

(b) COUNTY shall pay any other rents and other charges owed to CITY under the Agreement to the CITY at the address set forth in the Notice Section of this Agreement or to such other individual and at such other place as may be designated by a legally authorized representative of CITY.

(c) *Extension Term Rent.* Within 365 days of any Extension Term, the Parties shall determine any additional rent due to CITY from COUNTY during any Extension Term, the timing of rental payments, and any late charges associated with delayed payment, and other terms relating to rent, which shall be set forth in a writing signed by authorized representatives of the Parties.

(d) The Parties agree that the mutual benefit to each is fair compensation for the services or functions performed under the Agreement and that any funding required to perform any services herein must be from current revenues available to the Parties.

ARTICLE IV PERMITTED USE

(a) COUNTY shall be allowed to construct, install, operate, maintain and repair the EMS station and shall not be allowed to use the Premises or this Agreement for any other purpose other than for EMS purposes and to store fire apparatus and personnel during a natural or man-made disaster, or other emergency situation.

(b) The Parties agree to cooperate at all times to ensure that the use of the Premises complies with the terms of this Agreement and any other written agreements executed by the Parties.

ARTICLE V ACCEPTANCE AND CONDITION OF PREMISES

(a) COUNTY'S Inspection. COUNTY has had full opportunity to inspect and examine the Premises. Except for the express representations and warranties of CITY set forth in this Agreement, COUNTY'S execution of this Agreement shall be conclusive evidence of COUNTY'S acceptance of the Premises on an "AS IS" condition.

(b) No Representations. COUNTY agrees that no representations about the condition of the Premises and no promises to alter or improve the Premises have been made by CITY or its agents to COUNTY unless specifically set forth in this Agreement.

(c) CITY makes no representation as to the accuracy or completeness of any information it has provided or may provide regarding the constructability or physical condition of the Premises and is not responsible for any interpretations or conclusions reached by COUNTY and its contractors with respect to any such information. CITY expressly disclaims any warranty, express or implied, under statutory or common law, or otherwise, with respect to the Premises, including its constructability, suitability, and/or physical condition.

(d) CITY makes no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of or that extend beyond this Agreement.

**ARTICLE VI
TAXES AND ASSESSMENTS**

The Parties hereby acknowledge that as a governmental entity and given the public purposes served by the EMS station, COUNTY is typically exempt from paying *ad valorem* property taxes, assessments for local improvements, use and occupancy taxes, water and sanitary sewer impact fees, licenses and permit fees, and other governmental levies and charges. Notwithstanding the foregoing, to the extent the interest or estate of COUNTY created by this Agreement is or becomes subject to *ad valorem* property taxes, COUNTY shall be responsible for and pay such taxes accordingly. COUNTY further shall reimburse and hold CITY harmless from the payment of, any and all municipal, county or state taxes assessed, if any, during the License Term against any Licensee interest, Facility Equipment, or personal property of any kind, owned by, or placed in or on the Premises by COUNTY, and all taxes, assessments, license fees, excises, imposts, fees, and charges of every sort, nature and kind (singularly and collectively, "Taxes"), which during the License Term are or might be levied, assessed, charged, or imposed upon or against the Premises or the interest or estate of COUNTY or CITY in and to the Premises.

**ARTICLE VII
COMPLIANCE WITH LAWS**

(a) COUNTY shall, at the sole cost and expense of COUNTY, observe and comply with all Applicable Laws, requirements, rules, regulations, orders, ordinances, codes or other requirements of the city, county, state and federal governments, or of any department, commission, or board thereof, now or hereafter in force and effect and applicable to COUNTY's occupancy of the Premises (including without limitation any and all environmental or public safety laws, statutes, codes or ordinances or any applicable requirements of the Americans with Disabilities Act), regarding the proper construction, use, maintenance, operation and occupancy of the Premises by COUNTY. COUNTY shall immediately notify CITY of any violation of such laws, statutes, codes or ordinances. COUNTY shall be solely responsible for payment of any fines or other penalties relating to violations of applicable state, federal or local laws, statutes, codes or ordinances. However, CITY shall be responsible for payment of any fines or other penalties relating to violations of applicable state or federal laws that result solely from any acts or omissions of CITY.

(b) Neither CITY nor COUNTY shall do, or knowingly permit anything to be done, in the EMS station on the Premises, which will, in any way, conflict with the Applicable Laws.

ARTICLE VIII INSURANCE

(a) COUNTY shall maintain insurance with respect to the Premises against all liabilities, casualties, risks and contingencies as is and would be customary and standard for such Premises owned and operated by a County or other political subdivision of the State of Texas. All coverages for such insurance shall be in amounts consistent with the amount of insurance maintained by COUNTY for its facilities outside of the Premises and shall, at a minimum, insure against the statutory maximum liability established for Counties in the State of Texas. All such insurance policies for the Premises shall name CITY as an additional insured. Notwithstanding the foregoing, at all times during the term of this Agreement, COUNTY, at its sole cost and expense, shall provide and keep in full force and effect a policy of commercial general liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate. All such insurance shall be issued by (i) the same insurer that provides insurance for the COUNTY generally or for other similar facilities owned by COUNTY or (ii) an alternate insurer (with at least an A- BEST Rating) acceptable by the Fort Bend County Risk Management Department. Written proof of insurance in the form of a certificate and copy of the applicable insurance policy(ies) shall be delivered to CITY on the Commencement Date of this Agreement, upon renewal of each such insurance policy, and upon renewal of the Agreement.

(b) In the event COUNTY makes or contracts for any alterations, additions, replacements, or improvements, COUNTY shall require any third party vendor or the General Contractor, its agents, contractors and subcontractors working on the Premises to (1) to indemnify and hold CITY, and any of their agents, employees, officers, successors and assigns against any action for bodily injury, death or property damage sustained by the General Contractor, its agents, contractors and subcontractors, and/or any of their respective agents, employees, officers, successors and assigns, and/or any of COUNTY's invitees and licensees; and (2) to maintain not less than One Million dollars (\$1,000,000) per occurrence and at least Two Million dollars (\$2,000,000) aggregate coverage in commercial general liability insurance, naming CITY and COUNTY as Additional Insureds, as well as commercially reasonable limits in other customary insurance coverages required under the State of Texas' Uniform General Conditions and those reasonably requested by COUNTY. This will include Workers Compensation insurance coverage with statutory limits for the State of Texas, \$1,000,000 Employers Liability, automobile liability of \$1,000,000 per occurrence, and Umbrella Insurance with \$5,000,000 per occurrence/aggregate limit. COUNTY shall provide CITY Certificates of Insurance evidencing such coverage.

(c) If at any time COUNTY does not comply with the provisions of this Paragraph, CITY may, at its option and without prejudice to any other remedy it might have, cause insurance as described above to be issued, and in such event, COUNTY shall pay the premium for such insurance as additional rent promptly upon CITY's demand for such payment.

(d) All policies covering real or personal property which either CITY or COUNTY obtains affecting the Premises or the EMS station shall include a clause or endorsement, if obtainable, denying the insurer any rights of subrogation against the other party.

(e) COUNTY agrees to maintain, at its expense an appropriate fire, extended coverage and malicious mischief insurance policy on the EMS station and Premises at full replacement value.

(f) COUNTY shall, at its expense insure COUNTY's furniture, furnishings, equipment, improvements, fixtures, or other Facility Equipment located in or on the Premises under a standard fire and extended coverage insurance policy providing adequate coverage to replace such property. COUNTY acknowledges that CITY shall not be responsible for carrying insurance of any kind on COUNTY's furniture and furnishings or its equipment, improvements, fixtures or other Facility Equipment and that CITY shall not be obligated to repair or replace the same in the event of a fire or other casualty affecting the Premises.

ARTICLE IX IMPROVEMENTS AND CONSTRUCTION OF EMS STATION

(a) During the Term of this Agreement, the CITY shall allow COUNTY to house one or more Fort Bend County Mobile Intensive Care Unit(s) and sufficient personnel at the City's Premises located at 406 Houston Street, Rosenberg Texas, 77471, at no cost to the County. However, the County shall be responsible for all operational costs, including maintenance and remodeling of the site. County agrees that this site shall be used for solely for EMS purposes.

(b) As outlined in this Agreement, COUNTY is allowed to make improvements to or demolish and reconstruct a new EMS Station at 406 Houston Street. COUNTY shall be responsible for the demolition, debris removal costs, and construction of a new EMS station, at the same location, at such time as funding is available to COUNTY. COUNTY shall be responsible to complete construction and occupy new EMS station no later than twelve (12) months after demolition is initiated on the existing building.

(c) COUNTY shall ensure that the reconstruction/remodel plans are expansive enough to allow for adequate space for City of Rosenberg Fire Department to house personnel and to store fire apparatus at the 406 Houston Street location.

(d) The Parties agree that the Fort Bend County EMS unit shall be allowed to temporarily relocate to the Rosenberg Fire Station 1 located at 1021 4th Street, Rosenberg, Texas under the same terms and conditions at any time that normal operations cannot be performed or should access be prevented during construction of the new facility at 406 Houston Street, Rosenberg, Texas, for a period not to exceed twelve (12) months after demolition is initiated on the existing facility.

(e) COUNTY shall not construct or cause to be constructed any Improvements on the Premises, other than the EMS station, without CITY's prior written consent. City of Rosenberg Fire Chief and/or a City Designee shall be allowed to review, provide input and approve reconstruction/remodel plans prior to construction.

(f) CITY will provide COUNTY with easements and access rights necessary to provide the EMS station with necessary utilities, including electrical service, sanitary and storm drainage, water, data and telephone services.

(g) COUNTY shall furnish all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the EMS station, shall pay all permit and license fees and shall construct, build, and complete the EMS station in a good, substantial and workmanlike manner, in accordance with the Construction Standard, and as required by this Agreement, the Approved Plans, all design and construction plans and specifications, and all documents executed pursuant to this Agreement, any Contracts, or by written agreement between the Parties.

(h) All alterations, renovations, additions, remodels, replacements, or Improvements will be accomplished using best professional practices as used in COUNTY's other facilities, in conformity with all Applicable Laws and the Construction Standard. COUNTY agrees that it will make all improvements to any portion of the Premises at its sole cost and expense unless such improvements are requested solely by CITY or for CITY's exclusive use. COUNTY agrees that should it make any alterations, renovations, additions, remodels, replacements or Improvements to any portion of the Premises, it will not be acting as agent, representative, or servant of CITY and shall pay when due all claims for labor and material. CITY may elect to post notices of non-responsibility on the Premises.

(i) COUNTY shall provide monthly updates to CITY as to the actual progress of the construction of the EMS station. Access to the Construction shall be provided to CITY at reasonable times.

(j) Any agreement between COUNTY and the Contractors responsible for the construction of the EMS station shall require the Contractors to indemnify, defend and save CITY and COUNTY harmless from any liability, loss, cost, penalty, damage or expense including attorneys' fees, which CITY and COUNTY may incur as a result of any claim, damage, injury, course of action, proceeding, citations, or work stoppage arising out of or in any way connected with any alleged violation by the Contractors of any Applicable Laws, or standard, including but not limited to the Construction Standard. The Contractors shall at their own cost and expense protect their employees and other persons from risk of death, injury or bodily harm arising out of or in any way connected with their work.

(k) The Parties acknowledge and agree that the drawings, specifications, and construction documents shall be provided to CITY's Building Official prior to construction for inspection, review and/or comment, approval, and enforcement. During construction, City's Building Official shall inspect, review, and approve all construction work. During construction, the City's fire marshal shall have the opportunity to be present during hydrotesting and other processes pertinent for the State fire marshal's purposes, but approval remains responsibility of County fire marshal. Copies of test results shall be provided to the CITY's fire marshal.

(l) COUNTY shall provide CITY with a copy of as-built plans for the EMS station within 14 days of COUNTY's receipt of the as-built plans.

ARTICLE X DEMOLITION

After the initial term and at least one extended term of this Agreement, CITY shall have the option to require COUNTY to demolish the Improvements and clear the Premises of all rubble and debris at COUNTY's sole cost and expense upon the expiration or termination of this Agreement. To the extent possible, at least 365 days, but no fewer than 180 days, before the termination of this Agreement, CITY shall provide notice to COUNTY of this requirement. Should CITY exercise this option, COUNTY shall have 180 days to comply after the termination of this Agreement. This provision shall survive the termination of this Agreement.

ARTICLE XI NON-EXCLUSIVE EASEMENT

CITY hereby grants to COUNTY and its successors, assigns, successors-in-title, invitees, employees, a non-exclusive easement on, over, across, and through the licensed premises for all forms of pedestrian and vehicular ingress, egress, and access between the Premises and the public streets and roadways abutting 406 Houston Street, Rosenberg, Texas. The non-exclusive easement granted herein shall expire automatically when this Agreement terminates.

ARTICLE XII SERVICES AND UTILITIES

COUNTY shall be responsible for all connection fees for water, heat, gas, electricity, sewers and any and all other utilities used on the Premises throughout the License Term, including but not limited to, electricity, natural gas, water, sanitary sewer, garbage, and telecommunications. COUNTY shall be responsible for all basic operating costs, including but not limited to, janitorial and custodial services, building maintenance, and security.

**ARTICLE XIII
SIGNAGE**

COUNTY may only install outside signage consistent with other outside signage utilized by CITY and with CITY'S written approval, which shall not be unreasonably withheld.

**ARTICLE XIV
LIENS**

Nothing in this Agreement or the construction agreement shall be deemed or construed in any way as constituting the consent or request of CITY, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. COUNTY shall not create or permit to be created and shall discharge at its own cost any such lien, encumbrance, or charge caused by COUNTY's acts or omissions or those of any agent or representative of COUNTY that might affect CITY's interest in the Premises.

**ARTICLE XV
ASSIGNMENT OF AGREEMENT**

COUNTY, and its successors and assigns, shall not have the right to assign, sublicense or transfer this Agreement or any interest in the Agreement or any right or privilege appurtenant to this Agreement or to sublicense the Premises or any portion thereof, without the express written consent of CITY signed by CITY's legally designated representatives. Any assignment or transfer for which consent is required but which is nevertheless made without such written consent shall be void *ab initio*. Any assignment or subletting by COUNTY pursuant to this paragraph shall not release COUNTY from its obligations under this Agreement unless CITY, by written agreement: (i) accepts such assignment or sublicense; and (ii) expressly releases COUNTY from such obligations.

**ARTICLE XVI
EVENTS OF DEFAULT AND REMEDIES**

(a) *Events of Default Defined.* COUNTY will not be in default in the performance of any obligation required to be performed by COUNTY under this Agreement unless COUNTY fails to perform such obligation within thirty (30) days after receipt of written notice from CITY specifying in detail COUNTY's failure to perform; provided however, that if the nature of the COUNTY's obligation is such that more than thirty (30) days are required for performance, then COUNTY will not be deemed in default if corrective action is instituted within such thirty (30) day period and thereafter diligently pursues the same to completion.

(b) No act or thing done by CITY shall be deemed to be an acceptance of a surrender of the Premises or shall relieve COUNTY of any of its liabilities and obligations under this Agreement, unless CITY, through an authorized representative, shall execute a written release of COUNTY's liabilities and obligations. COUNTY's liability under this Agreement shall not be terminated by the execution of a new License of the Premises by CITY. This provision shall survive the termination of this Agreement.

(c) *Remedies.* Upon the occurrence of an Event of Default, CITY may, terminate this License as provided in Paragraph XVII below and shall have the remedies set forth below and, without limitation, all rights or remedies now or hereafter available to CITY under the laws of the State of Texas, including, but not limited to, recovery of rent, repossession of the Premises (after thirty years from the effective date of this Agreement have elapsed), and damages occasioned by COUNTY's default.

i. No re-entry or taking possession of the Premises by the CITY or any other action taken by the CITY, as a result of any default of COUNTY, shall relieve COUNTY of any of its liabilities and obligations under this Agreement whether or not the Premises are relet.

ii. In the event that COUNTY materially defaults in any obligation on its part to be performed under this Agreement, CITY will attempt to mitigate any damage or loss caused by COUNTY's breach by using commercially reasonable means. If COUNTY is in default, COUNTY will be liable for the following:

- a) Any lost rent;
- b) Repairs to the Premises for use beyond normal wear and tear;
- c) CITY's reasonable costs associated with eviction of COUNTY;
- d) CITY's reasonable costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- e) Removing any of COUNTY's equipment or fixtures left on the Premises or in any Improvement;
- f) Cost to remove any trash, debris, personal property, hazardous materials, or hazardous materials left by COUNTY or COUNTY's agents, employees, representatives, contractors, invitees, or licensees in the Premises or building; and/or
- g) Cost to replace any unreturned keys or access devices to the Premises and/or any Improvements.

ARTICLE XVII
TERMINATION OF AGREEMENT

(a) This Agreement and the tenancy created under the Agreement shall cease and terminate at the end of the initial License Term, or any renewal term, with at least 180 days written notice from either CITY or COUNTY. Any continued occupancy of the Premises by COUNTY after the expiration of the License Term shall not operate to renew the Agreement.

(b) Whenever (i) a material breach of the terms and conditions of this Agreement has occurred; and (ii) COUNTY has failed to cure as set forth in the default provisions of Paragraph XVI above, CITY may not terminate this Agreement until fifteen (15) years have elapsed from the effective date of this Agreement. Prior to CITY's ability to terminate under the circumstances described in this subsection, CITY will be entitled to any right or remedy available to CITY under this Agreement and/or now or hereafter available to CITY at law and equity, including but not limited to specific performance and injunction and any other actual damages incurred by CITY as a result of the material breach and/or COUNTY's failure to cure such breach.

(c) After fifteen (15) years from the effective date of this Agreement have elapsed, whenever (i) a material breach of the terms and conditions of this Agreement has occurred; and (ii) COUNTY has failed to cure such breach as set forth in the default provisions of Paragraph XVI above, CITY may terminate this Agreement in accordance with this clause, in whole, or from time to time in part, with one hundred twenty (120) days written notice to the COUNTY. In such an event, COUNTY will pay the rent through the entire period of actual tenancy, and CITY also will be entitled to exercise any right or remedy available to CITY under this Agreement and/or now or hereafter available to CITY at law and equity, including but not limited to specific performance and injunction and any other actual damages incurred by CITY as a result of the material breach and/or an Event of Default by COUNTY. However, neither COUNTY nor CITY shall be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination.

(d) This Agreement may be terminated at any time upon mutual written agreement by the Parties, executed by the appropriate individuals with authority to bind CITY and COUNTY respectively.

(e) After the expiration of the initial License Term and at least one Extension Term, this Agreement may be terminated by CITY or COUNTY at their discretion should either party determine that the Agreement no longer serves a public purpose or upon a finding that the Agreement no longer serves CITY's purposes or goals or meets CITY's needs.

**ARTICLE XVIII
FORCE MAJEURE**

If CITY or COUNTY cannot perform any of its obligations due to events beyond the control of either CITY or COUNTY, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Such events include, but are not limited to, acts of God, war, civil commotion, terrorism, labor disputes, strikes, fire, flood or other casualty, epidemic or pandemic, shortages of labor or material, government regulation or restriction and weather conditions.

**ARTICLE XIX
NON-DISCRIMINATION**

COUNTY agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract it enters into except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of such provision contained in subsection (a) above.

**ARTICLE XX
NOTICES**

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

(b) Notices shall be sent to the following representatives:

Notice to County:
Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

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

Notice to City:
City of Rosenberg
Attn: City Manager
P.O. Box 32
Rosenberg, Texas 77471

With copy to:
City of Rosenberg
Attn: Fire Chief
P.O. Box 32
Rosenberg, Texas 77471

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

ARTICLE XXI MISCELLANEOUS PROVISIONS

(a) Provisions are Binding Upon Assigns and are Real Covenants. The Parties mutually covenant, understand and agree that each of the provisions of this Agreement shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the Parties, but also the legal representatives, successors and assigns of the Parties, and shall be deemed and treated as real covenants running with the Premises during the Term. Whenever a reference to the Parties is made, such reference shall be deemed to include the legal representatives, successors and assigns of such party, the same as if in each case expressed.

(b) Applicable Law and Court Proceedings. This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State of Texas (excluding principles of conflict of law). Any suit, action or proceeding against any party arising out of or relating to this Agreement, any transaction contemplated thereby, or any judgment entered by any court in respect of any thereof may be brought in a State District Court located in Fort Bend County, Texas.

(c) Invalidity of Provision or Part Thereof. In the event any provision, or any portion of any provision of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(d) Time is of the Essence. All time limits stated in this Agreement are of the essence of this Agreement.

(e) No Partnership or Agency. Nothing in this Agreement is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the Parties. The Parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Agreement shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided herein.

(f) Recordation of Memorandum of License. CITY and COUNTY will execute, seal, acknowledge and deliver simultaneously with the execution of this Agreement, in recordable form, a memorandum of License setting forth the basic terms hereof and the said memorandum of License will be recorded in the appropriate records of Fort Bend County, Texas.

(g) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one in the same document. The signature of any party to any counterpart shall be deemed a signature too, and may be appended to, any other counterpart.

(h) Waiver. No waiver by CITY of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of CITY. CITY's failure to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Agreement, or to exercise any right or option contained in this Agreement, shall not be construed as a waiver and shall not prevent CITY from enforcing that provision or any other provision of this Agreement in the future. CITY's receipt of rent, with knowledge of the breach of any covenant, term or condition of this Agreement, shall not be deemed a waiver of such breach.

(i) Interpretation. The captions or headings of the sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. In any provision relating to the conduct, acts or omissions of COUNTY, the term "COUNTY" shall include COUNTY's agents, employees, officers, representatives, contractors, invitees, successors, licensees, or others using Premises with COUNTY's expressed or implied permission.

(j) Representations. COUNTY and CITY each represents that it has the legal authority to enter into and execute the terms of this Agreement and that it has funds available to provide for the construction and operation of the Improvements .

(k) County Patients. COUNTY will invoice patients directly and/or their medical coverage providers for emergency medical care received.

(l) Ground License. COUNTY's license, created hereby and all of COUNTY's rights, titles and interests, hereunder are subject to and subordinate to any mortgage presently existing.

(m) Entire Agreement. This Agreement, together with all agreements between the Parties referenced in this Agreement, embodies the entire understanding between the Parties with respect to the Improvements, and there are no prior effective representations, warranties or agreements between the Parties with respect to the Improvements. This Agreement shall supersede and replace all previous agreements pertaining to the Improvements between any of the Parties. Except as stated elsewhere in this Agreement, this Agreement contains the entire agreement between the Parties relating to the Premises and supersedes all negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the Parties.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and any attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective as of the date of the last signature.

FORT BEND COUNTY:




County Judge KP George
KP George, Fort Bend County Judge

Reviewed:


Jacquelyn Johnson-Minter, MD, MBA, MPH
FBCHHS Director

Date: 1-5-2021

Attest: 


Laura Richard, Fort Bend County Clerk



CITY OF ROSENBERG:



Mayor

Attest: 


City Secretary



Date: 12/15/2020

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$ 1.00 to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement for Ground License.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Map of Property at 406 Houston St.



**Exhibit A: Interlocal Agreement for Ground License for EMS Station at 406 Houston St
City of Rosenberg, Texas**

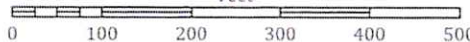
- Property of Interest
- Rosenberg Parcels



Scale:

1:2,400 or 1 inch = 200 feet

Feet



Created by: City of Rosenberg GIS - Paul M. Jones
Date Created: October 29, 2020
Original Size: 8.5" x 11"
M:\Maps\Custom\Emergency_Services\2020\FRCLEMSSta.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features.

