

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND THE CITY OF CEDAR PARK
FOR
ESTABLISHING EMS AMBULANCE HOUSING AT
CEDAR PARK FIRE STATION #4**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and the City of Cedar Park, Texas, a home rule municipal corporation ("Cedar Park"), for establishing housing of one County Emergency Medical Services Ambulance in a fire station that is owned and operated by Cedar Park. The County and Cedar Park are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for governmental functions and services, including police protection services; public health and welfare; records center services; administrative functions; and other governmental functions in which the contracting Parties are mutually interested in order to provide a governmental function or service that each Party to the contract is authorized to perform individually;

WHEREAS, Section 791.001 of the Government Code provides that the Parties are authorized to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments;

WHEREAS, Cedar Park has constructed an emergency services station known as Cedar Park Fire Station #4, which will house fire and emergency medical services personnel and equipment (the "Station");

WHEREAS, the Parties have a mutual interest in the use of the Station and the Parties wish to use the Station in cooperation with one another for the provision of emergency services and to increase the efficiency and effectiveness of their respective local governments; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

II. TERMS AND CONDITIONS

A. Primary Obligations of Cedar Park. Cedar Park agrees to provide the County with the following:

1. A portion of one enclosed vehicle housing bay at the Station with space limited for only two County Emergency Medical Services (hereinafter "EMS") ambulances;
2. Cedar Park shall provide to County EMS personnel the sole use of two bedrooms, one office, one shared food locker with Cedar Park Fire Department personnel and one large heated and cooled storage room at the Station; and

3. Cedar Park agrees to provide to County EMS Ambulance personnel the reasonable usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.
- B. Consideration. The County agrees to make a one time payment in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to Cedar Park for establishing the housing of one EMS ambulance in the Station and for the County's use of the Station for the entire term of this Agreement, as set forth herein. The said consideration shall only be applied towards the acquisition and construction costs and expenses associated with the Station, which the City of Cedar Park agrees and accepts as a fair, reasonable and final amount to be paid by county for such acquisition and construction costs and expenses.
- C. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City and signed by the authorized individuals and shall continue in force until such times as either party terminates the Agreement as provided herein.
- D. Relocation of the Station. The terms and conditions of this Agreement shall apply to any new location of the Station in the event Cedar Park moves and relocates the Station from the site whereon it is originally constructed.
- E. Removal of County's Improvements. Upon the termination of this Agreement, County may remove its personal property and any of the improvements that the County made to the Station so long as the removal of such improvements does not unreasonably damage the Station; provided, however, the County shall be obligated to repair any damage that may be caused by the removal of its improvements.
- F. Condition of the Station. Cedar Park shall maintain and repair, as necessary, the Station's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within the Station. The County shall be responsible for keeping the areas that are solely used by it in a clean and neat condition. The County and Cedar Park shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- G. Utilities and Service. Cedar Park shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to supply water, gas, electricity, and sewage service to the Station. If any of the equipment or machinery necessary or useful for the provision of any utility services breaks down or for any cause ceases to function properly, Cedar Park shall use reasonable diligence to repair the same promptly. Cedar Park shall pay all utilities except for the pro-rated portion for telephone and internet services detailed below.

County and Cedar Park acknowledge that County currently pays to Cedar Park \$100.00 per month each for Fire Station 3 and 4 towards County's pro-rated portion of the total cost and expense for the use and availability of telephone and internet services. County

agrees that if such costs and expenses increase that it will pay its prorata increase to Cedar Park.

- H. Damage or Injury. County and Cedar Park agree that if either of them is solely negligent in causing real or personal property damage or personal injury to the other that such party will pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.
- I. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. Cedar Park and the County have a duty to mitigate damages.

III. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Inter-local Cooperation Act.
- B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of Cedar Park.
- C. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- D. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

CEDAR PARK:

City of Cedar Park
c/o: City Manager
600 North Bell Blvd.
Cedar Park, Texas 78613

With Copies to:

Cedar Park City Attorney
600 N. Bell Blvd.
Cedar Park, TX 78613

and

Fire Chief
Cedar Park Fire Department
715 Discovery Blvd., Suite 311
Cedar Park, TX 78613

COUNTY:

Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

With a Copy to:

Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

- E. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- F. Dispute Resolution. The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall

be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

G. Termination for Convenience.

a.) The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the Cedar Park and in this event County shall not be entitled to any return of its consideration.

b.) The City may terminate this Agreement for convenience with or without cause or further liability upon six months written notice to County, except that the City shall pay County the sum of \$150,000 less \$15,000 for each year County has use of the facilities so that at the end of ten years, should City then terminate this Agreement, City would have no further liability to County.

H. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

I. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

J. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT

By: Charles W. Rowland
City Attorney
Cedar Park, Texas