

**AGREEMENT BETWEEN
WILLIAMSON COUNTY AND WILLIAMSON COUNTY EMERGENCY
SERVICES DISTRICT #7 FOR
ESTABLISHING EMS AMBULANCE AND PERSONNEL HOUSING AT
THE WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #7
FLORENCE STATION 301 S. PATTERSON AVE.
FLORENCE, TEXAS 78657**

THIS AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County") and Williamson County Emergency Services District #7 ("ESD #7"), for establishing housing of County Emergency Medical Services ("EMS") and Personnel in the ESD #7 Florence Station. The County ESD #7 are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, the County has an interest in housing Emergency Medical Services crews at the ESD #7 Florence Station while such crew is not actively responding to an EMS call for service;

WHEREAS, if a County EMS crew was to be able to house at the ESD #7 Florence Station, such location will enable a County EMS crew to respond to locations that are in close proximity to the ESD #7;

WHEREAS, ESD #7 currently has available space at the ESD #7 Florence Station, which is located at 301 S. Patterson Ave., Florence, TX 76527, and such station can serve the housing needs of a County EMS Squad 24 hours per day seven (7) days a week or additional resources as approved by ESD #7 Chief during emergency situations.

WHEREAS, ESD #7 is willing to provide such space to the County and the County desires to occupy such space from ESD #7;

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

II. TERMS AND CONDITIONS

A. Obligations of ESD #7. ESD #7 agrees to provide the County with the following:

1. One covered vehicle housing bay at the ESD #7 Florence Station with space available for one County EMS Squad unit;
2. The sole use of one bedroom, one office space, area in bay for oxygen storage, and the reasonable usage of the shared facilities in the ESD #7 Florence 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 ESD #7 Station. The enjoyment and peaceful possession of the above described premises during the term of this Agreement.

- B. Obligations of the County. The County agrees to pay the amount deemed necessary to provide improvements to the EMS sole occupied space to prepare the facilities as move-in ready to include but not limited to paint, carpeting, and electrical needs.
- C. Term. This Agreement shall be effective and commence on September 31, 2015 and shall continue in force until midnight on September 30, 2016 (the "Initial Term"), unless either party terminates this Agreement prior to said termination date or otherwise extends the term of this Agreement, as provided herein.
- D. Extension of Agreement Term. On or before the termination date of the Initial Term or any current extension term of this Agreement, the parties agree to automatically extend the then existing term (an "Extension Term or Extended Term"). The Extension Term shall begin on the expiration of the then existing term and continue for twelve (12) months thereafter, unless otherwise terminated earlier as set forth herein. All terms, covenants, and provisions of this Agreement shall apply to each such Extension Term.
- 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 ESD #7 Florence Station so long as the removal of such improvements does not unreasonably damage the ESD #7 Florence 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 ESD #7 Florence Station. ESD #7 shall maintain and repair, as necessary, the ESD #7 Florence 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 ESD #7 Florence 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 ESD #7 shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- G. Utilities and Service. ESD #7 shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, water, gas, electricity, telephone and internet services and sewage service to the ESD #7 Florence Station. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, ESD #7 shall use reasonable diligence to repair the same promptly. The Parties acknowledge that utility costs incurred due to County's use of the ESD #7 Florence Station will be paid by ESD #7.
- H. Damage or Injury. ESD #7 and County 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. The Parties have a duty to mitigate damages.
- J. County's Covenants. To pay the cost for sole occupied area improvements for move in ready area and provide the consideration for this Agreement, as it is set out herein; to use the premises in a careful and proper manner for the express purpose of Housing for the Williamson County EMS Department; to commit or permit no waste or damages to the ESD #7 Florence Station; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this Agreement in clean condition and good repair, normal wear and tear excepted; to prohibit and refrain from engaging or in allowing any use of the ESD #7 Florence Station that will increase ESD #7's premiums for insurance on the building without the express written consent of ESD #7; to make no alterations in or additions or improvements to the ESD #7 Florence Station, install any equipment in or on the ESD #7 Florence Station without, in each case, obtaining the written consent of ESD #7; to permit ESD #7 to enter, inspect, and make such repairs to the ESD #7 Florence Station as ESD #7 may reasonably desire, at all reasonable times; and County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the ESD #7 Florence Station ("accessibility alterations"). If any alterations, additions, or improvements in or to the ESD #7 Florence Station are made necessary by reason of the special use and occupancy by County and, provided that ESD #7 grants its prior written permission to County regarding such alterations, additions or improvements, County agrees that it will make all such alterations, additions, and improvements in or to the ESD #7 Florence Station at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

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 ESD #7.

- C. Tax Exempt. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.
- D. 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.
- E. 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:

Florence Volunteer Fire Department: Bobby Shelton, Chief
301 S. Patterson Ave.
Florence, TX 76527

With Copies to:

ESD #7
301 S. Patterson Ave.
Florence, TX 76527

County: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78727

With Copy to: Williamson County EMS
c/o: Kenny Schnell, Director
P.O. Box 873
Georgetown, Texas 78727

- F. 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.

- G. 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.
- H. Termination for Convenience.
- 1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to ESD #7 and in this event County shall not be required to pay any remaining amount of Annual Base Rent that would otherwise be due and owing for the remainder of the term of this Agreement.
 - 2.) ESD #7 may terminate this Agreement for convenience with or without cause or further liability upon ninety (90) days written notice to County.
- I. 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.
- J. 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.
- K. 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.

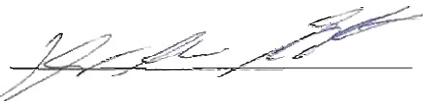
- L. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- M. No Agency Relationship: It is understood and agreed that County shall not in any sense be considered a partner or joint venture with ESD #7, nor shall any of the parties in any manner hold themselves out as an agent or official representative of The County.
- N. 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 TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this 29 day of September, 2015

Authorization

The authorized representatives of the Parties enter into the above-described Agreement.

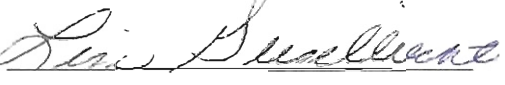
WILLIAMSON COUNTY, TEXAS

By: 

Title: Williamson County Judge

Date: 09-29-2015

WILLIAMSON COUNTY ESD #7

By: 

Printed Name: Tina Geisler

Title: President, ESD # 7

Date: 9/25/15