

STATE OF TEXAS §
 §
COUNTY OF NUECES §

AGREEMENT
BETWEEN NUECES COUNTY AND
NUECES COUNTY EMERGENCY SERVICES DISTRICT #2
FOR FIRE AND EMERGENCY RESCUE SERVICES

WHEREAS, Nueces County Emergency Services District #2, hereinafter “District #2,” is a political subdivision created by Order of the Commissioners Court, that provides fire and emergency rescue services in its jurisdiction;

WHEREAS, the County of Nueces, hereinafter “County,” desires to provide fire and emergency rescue services to the citizens of Nueces County living in unincorporated areas not within the jurisdiction of an Emergency Services District or other city entities hereinafter referred to as “Unincorporated Areas”;

WHEREAS, the County has requested that the Nueces County Emergency Services District #2 provide the fire and emergency rescue services in the Unincorporated Areas of Nueces County; and

WHEREAS, District #2 and the County desire to enter into an agreement to permit District #2 to provide fire protection and emergency rescue services in the Unincorporated Areas of Nueces County; and

WHEREAS, Chapter 791, of the Texas Government Code, as amended, authorizes contracts between local governmental agencies to perform governmental functions and services and services such as fire and emergency rescue services.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by District #2 and County upon and for the mutual consideration stated herein:

WITNESSETH
FIRE PROTECTION AND EMERGENCY RESCUE SERVICES TO BE
PROVIDED BY THE DISTRICT #2 FOR THE COUNTY

I.
PARTIES

District # 2 and County contract and agree that District #2 will provide Fire and Emergency Rescue Services, as defined herein, in the Unincorporated Areas. District #2 and its employees are not considered agents for the County but independent contractors for the County.

II.
TERM AND TERMINATION

The effective date of this contract shall be December 1, 2016 and shall be in effect through September 30, 2017.

This contract may be terminated by either party, without cause, upon thirty (30) days written notice to the other party pursuant to the notice provision stated in paragraph IX.

III.

CONSIDERATION

As consideration for providing the Fire and Emergency Rescue Services to the Unincorporated Areas of Nueces County, the County will pay District #2 Two Hundred Dollars (\$200.00) per call dispatched by MetroCom to which they respond excluding false alarms, discussed infra. "Fire and Emergency Rescue Services" are defined as traveling to the location to: extinguish a fire, rescue individuals trapped in vehicles, or respond to any other critical situation requiring assistance for the prevention of loss of life from fire or other hazard which may result in serious injuries to persons.

County will pay for a maximum of three documented false alarms runs per month in the amount of \$70.00 for each dispatched call. False Alarms are those calls to the Unincorporated Areas dispatched by MetroCom and to which District #2 responds **but results in no further action being needed.**

District #2 agrees to provide quarterly reports of all calls made for Fire Services by providing invoices showing the following: date of the call, location of the call, how the call was received, if fire related: what was the cause of the fire and how the fire was suppressed, if emergency rescue: nature of emergency, action taken in response to emergency. Quarterly reporting is based on the County's fiscal year, which begins October 1st, and is due to the County the first week after each quarter.

District #2 agrees to provide quarterly reports of all calls made for Emergency Rescue services by providing invoices showing the following: the date of the call, location of call, how the call was received, what was the emergency, and how the emergency handled. Quarterly reporting is based on the County's fiscal year, which begins October 1st, and is due to the County the first week after each quarter.

The Parties agree that any services provided shall be paid for with current revenues of the paying party.

IV.

INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, DISTRICT #2 DOES HEREBY ASSUME ALL LIABILITY UNDER THE AGREEMENT AND THE COUNTY SHALL HAVE NO LIABILITY WHATSOEVER. DISTRICT #2 FUTURE AGREES TO INDEMNIFY THE COUNTY TO THE EXTENT ALLOWED BY LAW FROM ANY RESULTING THIRD-PARTY CLAIMS OR LITIGATION ARISING FROM THIS AGREEMENT.

DISTRICT #2 SHALL INDEMNIFY AND SAVE HARMLESS TO THE EXTENT PERMITTED BY LAW THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF DISTRICT #2 OR OF ANY PERSON EMPLOYED BY THE DISTRICT #2. DISTRICT #2 SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CITY, ITS AGENTS, OR EMPLOYEES.

V.

BINDING AGREEMENT: AUTHORITY: PARTIES BOUND

This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. That each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this agreement.

VI.

AMENDMENT

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto after approval by the governing bodies at a noticed meeting.

VII.

APPLICABLE LAW

This Agreement shall be expressly subject to District #2 and County’s Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either District #2 or County shall be in Nueces County, Texas.

VIII.

SEVERABILITY

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

IX.

NOTIFICATION

Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery service as follows:

NUECES COUNTY

Nueces County Judge
901 Leopard St., Room 303
Corpus Christi, Texas 78401

NUECES COUNTY EMERGENCY SERVICES DISTRICT #2

Fire Commissioner
337 Yorktown Blvd.
Corpus Christi, Texas 78418

X.

EXECUTION

This Agreement is executed on the last day that an authorized party signs. The authorized party to execute on behalf of the County is the County Judge. The authorized party to execute this Agreement on behalf of District #2 is the Board President. Each of the officers who have executed this Agreement on behalf of one of the parties hereto warrants that he has the power and authority to execute this Agreement on behalf of such party and to bind such party to the terms and provisions of this Agreement.

AGREED TO BY:

NUECES COUNTY

Samuel L. Neal, Jr. County Judge

Date: _____

**NUECES COUNTY EMERGENCY
SERVICES DISTRICT #2**

Fire Commissioner, President

Date: _____

**ATTESTED BY:
COUNTY CLERK**

Kara Sands

Date: _____

NOTARIZED BY:

Date: _____