

STATE OF TEXAS §
 §
 County of Hopkins §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
 HOPKINS COUNTY, TEXAS AND HOPKINS COUNTY HOSPITAL DISTRICT
 FOR SPACE FOR EMERGENCY MEDICAL SERVICES AT THE
 HOPKINS COUNTY INTER-MODAL FACILITY

Pursuant to Chapter 791, Texas Government Code, providing for Interlocal Cooperation Contracts, this agreement is made by and between Hopkins County, a political subdivision of the State of Texas, (hereinafter referred to as the "County") and the Hopkins County Hospital District a/k/a Hopkins County Memorial Hospital, a hospital district duly organized and existing under the laws of the State of Texas, (hereinafter referred to as the "Hospital"), the County acting by and through its duly authorized Commissioners Court and the Hospital acting by and through its duly authorized Board of Directors.

WHEREAS, the Hospital wishes to obtain space for its Emergency Medical Services at the Hopkins County Inter-Modal Facility by contracting with the County to provide said space, and

WHEREAS, the County desires to provide space at its Inter-Modal Facility in Sulphur Springs, Texas for Emergency Medical Services; and

WHEREAS, the Hospital will pay to the County reasonable sums as set forth herein to compensate the County for the space at the Inter-Modal Facility in Sulphur Springs; and

WHEREAS, the parties enter into this Interlocal Agreement in order to eliminate duplication of services and to promote governmental efficiency.

NOW, THEREFORE, in consideration of the promises and consideration set forth herein, the County and Hospital agree as follows:

I.

The County shall provide space described as a 47' x 55' area of the building that is known as the Hopkins County Inter-Modal Facility totaling approximately 2,585 square feet which includes a living area and parking bay for ambulances. The parking bay is approximately 15' wide by 50' long with a continuous drain running underneath. Said space is described in Attachment A hereto.

The living area will include a one bunk room and two toilet rooms with one toilet room having a shower. The living room will include a kitchenette with sink, cook-top/oven, refrigerator, and cabinets. It will also include a small office and a visitors' toilet, and an ambulance supply storage room and lockers.

II.

The Hospital agrees to pay the County for the use of this space pursuant to this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code, the sum of Two Thousand Eight Hundred sixty- two dollars and 50 cents (\$ 2862.50) per month for a period of five years (60 months). This amount includes electric and water for the lease space as defined. Hospital further agrees to indemnify and hold harmless the County for any claims under the Texas Tort Claims Act or any analogous constitutional or statutory claims, which arise from the Hospital's use or its' employees or volunteers' use of the property, where the only action of the county was to provide the space described herein. Hopkins County further agrees to indemnify and hold harmless the Hospital for any claims under the Texas Tort Claims Act or any analogous constitutional or This Interlocal Agreement shall continue in full force and from the date of execution by both the governing board of the Hospital and the Commissioners Court of the County, respectively. This Agreement may not be assigned by any party without the written consent of the County and the Hospital.

III.

It is expressly understood and agreed that nothing in this agreement is intended, nor shall it be construed, to waive any immunity or defense that would be otherwise available to either the Hospital or the County arising from the exercise of these governmental powers or functions.

IV.

Force Majeure Clause: It is specifically agreed and understood, however, that notwithstanding this Article or any other Article hereof, County shall have the right to immediately terminate this Interlocal Agreement if County is, or may be, rendered unable to perform hereunder for any reason. The term "force Majeure" means: acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of the Government, either federal or state, civil or military, civil disturbances, explosions, sabotage, malicious mischief, breakage or accident to machinery or lines of pipe, necessity of making repairs and maintenance to said facilities, freezing of wells or lines of pipe, necessary materials, supplies or permits, any of the foregoing or any action due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (both federal, state, or local), including both civil and military, and any other cause whether of the kind herein enumerated or otherwise not reasonably within the control of the party claiming suspension.

V.

The parties agree that in the event of a dispute about the terms of this agreement, or either parties rights and obligations there under; the parties will schedule and attend mediation prior to institution of any suit.

VI.

This agreement contains the entire Agreement between the Hospital and County, and the same supersedes and obviates any previous agreements, whether written or oral between the parties. This Agreement may be amended in writing by the mutual consent and ratification of the County Commissioners Court of Hopkins County, Texas (the County) and the Board of the Hopkins County Hospital District (the Hospital), but not otherwise. This Agreement may be executed in multiple original copies, with a final copy bearing the signatures of all necessary officials being filed with the Hopkins County Clerk in the Minutes of the Commissioners Court of Hopkins County, Texas, and with the hospital Administrator of the Hopkins County Hospital District.

VII.

The provisions of this Interlocal Agreement are severable. If any provision of this Agreement is subsequently determined by a court of competent jurisdiction to be contrary to law, ordinance or regulation, such judicial determination shall not affect the remaining portions of this Agreement. The parties reserve the right to terminate this agreement in the event judicial interpretation renders the operative intent of this Agreement unenforceable.

Signed and executed on the date specified below:

COUNTY OF HOPKINS, TEXAS

Robert Newsom
Robert Newsom, County Judge

Date: 8-26-24

ATTEST:

Tracy Smith by Courtney Winston
Tracy Smith, County Clerk

Date: 8/26/2024



HOPKINS COUNTY HOSPITAL DISTRICT

Brent Smith
Brent Smith, Hopkins County Hospital District

Date: 8/23/2024

ATTEST:

Heather Gaston
Heather Gaston, District Compliance Officer

Date: 8/23/2024