

**AGREEMENT BETWEEN THE CITY OF MISSOURI CITY AND
FORT BEND COUNTY FOR THE USE OF MISSOURI CITY FIRE STATION NO.
FIVE (5)**

This Agreement is entered into between the City of Missouri City (hereinafter referred to as "City"), a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, and Fort Bend County (hereinafter referred to as "County"), acting by and through its governing body, the Commissioners Court.

In consideration of the mutual covenants in this Agreement, the participating local governments ("Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

**SECTION I
PURPOSE**

The purpose of this Agreement is to foster the more efficient provision of police services by the County to the public through cooperation between the County and the City in providing a space for County peace officers to work in the City's Fire Station No. Five (5).

**SECTION II
DUTIES & RESPONSIBILITIES OF THE CITY**

1. The City will designate an office space or area ("Area") in the City of Missouri City Fire Station No. Five (5), located at 190 Waters Lake Boulevard, Missouri City, Texas 77459 (hereinafter referred to as "Fire Station"), to be used by the Fort Bend County Sheriff's Office ("FBCSO").
2. The total number of FBCSO Deputies (hereinafter referred to as "Deputies"), that shall have access to and use the space at the Fire Station may not exceed nine (9) Deputies per day (three (3) Deputies per shift and three (3) shifts per day).
3. The City is not obligated to provide or replace furniture in the area designated for County use.
4. The City will provide or assign key(s) and an access code to each Deputy who will use the Area.

**SECTION III
DUTIES & RESPONSIBILITIES OF THE COUNTY**

1. The County, by and through the FBCSO, may assign up to nine (9) Deputies to the Fire Station three (3) Deputies per shift and three (3) shifts per day).

2. The County by and through the FBCSO will ensure that all Deputies maintain proper certification as peace officers by the State of Texas.
3. The Deputies assigned or stationed at the Fire Station will remain County employees and will be dispatched through the County Dispatching Center.
4. The County will provide equipment, furniture, and supplies for the Deputies who are stationed at the Fire Station, including, but not limited to, computers, phones, facsimile machines (including cables for voice and data connections), chairs, desks, tables, and office supplies as needed or required by the Deputies. The equipment, furniture and supplies purchased by the County will remain County property unless they are donated to the City.
5. The County will provide all communication services, including, but not limited to, Internet, telephone, and facsimile, if necessary, for the Deputies' use.
6. The County will repair or reimburse the City for any damage to City's property caused by Deputies or County employees, officers or agents at the Fire Station.
7. The County by and through the FBCSO will provide the names and employee numbers of all Deputies who will station at the Fire Station and who will require key(s) to access the designated Area.
8. The County will promptly notify the City, within twenty-four (24) hours, after any Deputy has resigned, retired or terminated from FBCSO and return all of City's property, including the key(s) to the designated Area, that the City provided or assigned to such Deputy.
9. The County will ensure that the City's key(s) will not be duplicated, shared or disclosed to any person other than the Deputy(ies) to whom such key(s) is/are assigned. Duplication of the key(s) and disclosure of alarm code are strictly prohibited.
10. The County by and through the FBCSO will provide TLETS access to Deputies on the County's computer(s) and comply with all laws and regulations governing such access.
11. The County by and through the FBCSO will keep and maintain designated Area in a good and clean condition.
12. The County, its Deputies, employees, officers, and agents shall not disclose any confidential or privileged information, including, but not limited to, activities being undertaken by the Missouri City Fire Department, to any person.

**SECTION IV
INSURANCE AND LIABILITY**

1. Each party shall be responsible for its own negligent actions and the actions or omissions of its employees and officers, regardless of the geographical location. Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, and workers compensation, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment. No party hereto shall have any obligation to provide or extend insurance coverage for any of the services, events resulting from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel.
2. By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the state of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.
3. The City shall not be responsible for any damage due to vandalism, burglary, collision, or any other act committed by a third party or any natural disaster or occurrence, to any property owned by the County.

**SECTION V
NO PARTNERSHIP**

It is agreed that nothing herein contained is intended nor should be construed as creating or establishing a relationship of co-partners or partnership between the parties, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever.

**SECTION VI
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

**SECTION VII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION VIII
COMPLIANCE WITH LAWS AND REGULATIONS**

1. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.
2. Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery of written notice to the other party.

**SECTION IX
TERM**

It is expressly understood and agreed that this Agreement is and will be effective for an initial term of one (1) year from the date signed by the last party hereto and will automatically renew annually, for up to a total of five (5) additional terms, unless terminated sooner by either party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

**SECTION X
NOTICES**

- | | |
|---|---|
| 1. Notice to the County shall be sent to: | With a copy to: |
| Fort Bend County
Attn: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469 | Fort Bend County Sheriff's Office
Attn: Sheriff
1410 Williams Way Blvd.
Richmond, TX 77469 |
| 2. Notice to the City shall be sent to: | With a copy to: |

City of Missouri City
Attn: City Manager
1522 Texas Parkway
Missouri City, Texas 77489

Missouri City Fire Department
Attn: Fire Chief
1522 Texas Parkway
Missouri City, Texas 77459

**SECTION XI
CURRENT REVENUES**

Each party understands and agrees that each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

**SECTION XII
BENEFICIARIES**

This Agreement is solely for the benefit of the City and the County and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

**SECTION XIII
CHOICE OF LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas, except any conflict of law provisions, with venue in Fort Bend County, Texas. County hereby consents to such jurisdiction and venue.

**SECTION XIV
ASSIGNMENT**

Neither party may assign any rights or obligations under this agreement without the prior written consent of the other party to the agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED this ___ day of _____, 20__.

CITY OF MISSOURI CITY

FORT BEND COUNTY

Allen Owen 9/17/18
Allen Owen Date
Mayor

Robert E. Hebert Date
County Judge

APPROVED BY:

Eugene Campbell 9/18/2018
Eugene Campbell Date
Fire Chief

Troy E. Nehls 09/19/18
Troy E. Nehls Date
Sheriff

ATTEST:

Maria Jackson 9/17/18
Maria Jackson Date
City Secretary

Dianne Wilson Date
County Clerk

