

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY
AND FORT BEND COUNTY ESD NO. 7 FOR VEHICLE REMOVAL FROM ROADWAY
UNDER SPECIFIED CIRCUMSTANCES

This Memorandum of Understanding (“MOU”) is entered into by and between Fort Bend County, (“COUNTY”), a political subdivision of the state of Texas, acting through its Commissioners Court, on behalf of the Fort Bend County Sheriff’s Office, (“FBCSO”), and Fort Bend County Emergency Services District No. 7, FRESNO FIRE & RESCUE, (“FBC ESD No. 7” or “FIRE DEPARTMENT”), a political subdivision of the state of Texas, acting by and through; hereinafter referred to individually as a “party” and collectively as the “parties.”

RECITALS:

WHEREAS, Texas Transportation Code Section 545.3051 gives fire departments the authority to remove personal property (“vehicles”) from the roadway or right-of-way if it is determined that the vehicle blocks the roadway or endangers public safety and the governing body of the political subdivision that has a fire department shall develop and implement a policy concerning the fire department consulting with law enforcement agencies regarding removal of personal property from roadway or right-of-way located within the boundaries of FBC ESD No. 7; and

WHEREAS, FIRE DEPARTMENT and FBCSO have drafted and approved a proposed policy for FIRE DEPARTMENT personnel, attached hereto as Exhibit “A” and incorporated for all intents and purposes, governing when FIRE DEPARTMENT personnel would move vehicles from a roadway within the boundaries of FBC ESD No. 7 and the circumstances for when this removal would occur; and

WHEREAS, the purpose of this MOU is to set forth certain commitments between COUNTY and FIRE DEPARTMENT and responsibilities of each Party with respect to FIRE DEPARTMENT personnel removing vehicles from a roadway or right-of-way within the boundaries of FBC ESD No. 7; and

WHEREAS, COUNTY and FIRE DEPARTMENT represent that each is independently

authorized to perform the functions contemplated by this MOU; and

NOW, THEREFORE, in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

1. Purpose. The purpose of this MOU is to allow for FIRE DEPARTMENT personnel to remove vehicles from crash scenes within the COUNTY that lie inside the boundaries of FBC ESD No. 7 prior to the arrival of FBCSO deputies under specified circumstances. This is a rural area and a narrow roadway where mobility is substantially affected if vehicles are left on the roadway and can risk the safety of citizens, safety of FIRE DEPARTMENT personnel, mobility of vehicular travel not involved in the collision.
2. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. COUNTY Responsibilities. The COUNTY agrees to:
 - (a) Provide guidance to FIRE DEPARTMENT personnel while operating on motor vehicle accident scenes and determining whether or not to remove vehicles from the roadway; and
 - (b) Provide FIRE DEPARTMENT with policy to assist FIRE DEPARTMENT personnel in the decision-making process while maintaining public safety – a draft of the policy is attached as Exhibit “A” to this MOU and incorporated for all intents and purposes.
4. FIRE DEPARTMENT Responsibilities. The FIRE DEPARTMENT agrees to:
 - (a) Remove vehicles from crash scenes within the boundaries of FBC ESD No. 7 prior to the arrival of FBCSCO Deputies in accordance with the agreed upon policy contained in the attached Exhibit A and at the direction of FBCSO Deputies.
5. Non-Appropriation of Funds. The parties agree that no funds have been appropriated for the performance of the obligations of this Agreement and no funds are anticipated to be paid.
6. Default. In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to terminate this contract immediately.
7. Term and Termination. The term of the MOU shall begin upon execution by COUNTY and

shall remain in full force and effect no later than September 30, 2026. This MOU does not automatically renew but may be renewed upon the written agreement of the parties. This MOU may be terminated, without cause, by either party upon thirty (30) day written notice, which notice shall be delivered in accordance with this MOU.

8. Liability. By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act.

Per Texas Transportation Code Section 545.3051, notwithstanding any other provision of law, the parties are not liable for:

- (a) any damage to personal property removed from a roadway or right-of-way under this section, unless the removal is carried out recklessly or in a grossly negligent manner; or
- (b) any damage resulting from the failure to exercise the authority granted by Texas Transportation Code Section 545.3051.

9. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

10. Notices.

To COUNTY: Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Fort Bend County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With copy to:
Fort Bend County Sheriff's Office
Attn: Sheriff
1840 Richmond Parkway
Richmond, Texas 77469

To FIRE DEPARTMENT: Any notice permitted or required to be given to the FIRE DEPARTMENT hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Fort Bend County ESD No. 7
Attn: Fire Chief
1834 W. Sycamore
Fresno, Texas 77545

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

11. Applicable Law; Arbitration; Attorney Fees: The laws of the State of Texas govern all disputes arising out of or relating to this MOU. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this MOU and waive the right to sue or be sued elsewhere. Nothing in the MOU shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the MOU to binding arbitration. County does not agree to pay any and/or all attorney fees incurred by FIRE DEPARTMENT in any way associated with the MOU. Each party paying for the performance of services must make those payments from current revenues available to the paying party.
12. Human Trafficking: BY ACCEPTANCE OF CONTRACT, FIRE DEPARTMENT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
13. Compliance with Laws: FIRE DEPARTMENT shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Workers Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, FIRE DEPARTMENT shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
14. Public Information Act: FIRE DEPARTMENT expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary,

County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by FIRE DEPARTMENT shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

15. Entire Agreement: This MOU, consisting of 12 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
16. Amendment: If the parties desire to amend this MOU during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the parties.
17. Electronic and Digital Signatures: The parties to this MOU agree that any electronic and/or digital signatures of the parties included in this MOU are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. No Third Party Beneficiaries. The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this MOU.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this Memorandum of Understanding is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Memorandum of Understanding and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their free will. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY, TEXAS

FORT BEND COUNTY ESD NO. 7

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

REVIEWED BY:

Eric Fagan,
Fort Bend County Sheriff

i:\agreements\2025 agreements\sheriff's office\vehicle removal - fbc esd no. 7 (25-so-100936)\mou for vehicle removal (kcj - 8.4.2025)

EXHIBIT A

(Follows Behind)

SYNOPSIS OF MEETINGS BETWEEN FORT BEND COUNTY ESD 7 AND THE FORT BEND COUNTY SHERIFF'S OFFICE

Context:

In April Of 2025, Fort Bend County ESD 7 Asst. Fire Chief Tom Henderson contacted the Sheriff's Office and requested a meeting in regards proposing the idea of fire department personnel removing vehicles from crash scenes prior to the arrival of Deputies. Tom Henderson cited reasons for desiring to move vehicles from roadways prior to Deputies arriving. These reasons consisted of safety of citizens, safety of fire department personnel, mobility of vehicular travel not involved in the collision, as well as others. Tom Henderson drafted a proposed policy for his personnel governing when fire department personnel would move vehicles from a roadway and the circumstances for when this would occur. Tom Henderson submitted the draft policy to Inv. James Fowler. The draft policy has been further reviewed by Sgt. Reid Rader, Lt. Ryan Skelton, and Captain Michael Fisher.

On June 5, 2025, a follow up meeting was conducted at the Sheriff's Office. The Fort Bend County Sheriff's Office Patrol Division agrees with the proposed policy submitted by Tom Henderson.

References:

Texas Transportation Code 545.3051 gives fire departments the authority to remove vehicles from a roadway. This Statute requires the governing body of a political subdivision that has a fire department to develop and implement a policy regarding removal of vehicles from a roadway. This Statute also requires a law enforcement agency to be consulted with during this process.

Attachments:

FBCESD7 Draft SOP

TRC 545.3051

Patrol Division Captain:  _____

Operations Bureau Major:  _____

Operations Bureau Asst. Chief Deputy:  _____

Chief Deputy:  _____

PURPOSE

To provide guidance to FBCESD7 personnel while operating on motor vehicle accident scenes and determining whether or not to remove vehicles from the roadway. This policy is intended to assist Firefighters in the decision-making process while maintaining Safety.

SCOPE

This policy will apply to all motor vehicle incidents within the boundaries of FBCESD7.

REFERENCES

State of Texas Transportation Code Title 7, Subtitle C, Chapter 545, Subchapter A. 545.3051(b).

FBCESD7 policies and procedures 317, 324.

PROCEDURE

1. Arriving
 - a. Follow procedure 317, Traffic Collisions and Vehicle Fire Response.
 - b. Perform a complete 360 size-up to assess damage.
2. Assessment
 - a. Assess all of the persons involved
 - b. Determine if any injuries have occurred
 - c. Is the roadway completely or partially blocked?
 - d. Are vehicles drivable?
 - e. Time of Day.
 - f. Type of roadway. Is this a main road, i.e., 521, Hwy 6, Trammell Fresno?
 - g. Alternate route availability?
 - h. Traffic control issues?
 - i. Number and type of vehicles involved?
 - j. Can traffic be controlled or rerouted safely around the accident scene?
3. Decision Point
 - a. No complaints of injuries.
 - b. Minor vehicle damage.
 - c. Vehicles drivable.
 - d. No Deputies are on scene, or a delayed response of fifteen minutes or more.
 - e. Heavy traffic backup or hazards to first responder safety.
4. Moving vehicles

Draft SOP FBCESD7/Clearing Accident Scenes

- a. A 360-degree video and pictures will be taken prior to moving any vehicles. Focus on vehicle positioning and record any visible tire marks, skids, etc.
- b. FBCESD7 personnel will not operate vehicles involved in an MVI.
- c. FBCSO will be contacted on ERD 2 and advised that we are clearing vehicles from the roadway, and where we are relocating them.
- d. All drivers, passengers, and vehicle information will be recorded in EHR/ESO and made available to responding Deputies.
- e. Vehicles will be moved from the roadway to the closest safe area, and all persons involved will be directed to wait for Deputies to arrive.

Exceptions

1. No vehicles will be moved if any driver or passenger complains of pain, regardless of denying transport or treatment.
2. Vehicles will not be moved if Deputies are close to the scene.
3. Do not move vehicles if you are unsure about any of the above criteria.
4. Do not move any vehicles if you can reroute traffic safely.
5. Do not move any vehicles that involve Hazardous Materials or DOT-compliant vehicles. I.e., tractor-trailers, dump trucks, and commercial vehicles.

Texas Transportation Code - TRANSP § 545.3051. Removal of Personal Property From Roadway or Right-of-way

(a) In this section:

(1) "Authority" means:

(A) a metropolitan rapid transit authority operating under Chapter 451; or

(B) a regional transportation authority operating under Chapter 452.

(1-a) "Fire department" has the meaning assigned by [Section 419.021, Government Code](#).

(2) "Law enforcement agency" means:

(A) the department;

(B) the police department of a municipality;

(C) the sheriff's office of a county; or

(D) a constable's office of a county.

(3) "Personal property" means:

(A) a vehicle described by [Section 545.305](#);

(B) spilled cargo;

(C) a hazardous material as defined by [49 U.S.C. Section 5102](#) and its subsequent amendments;

(D) a hazardous substance as defined by [Section 26.263, Water Code](#); or

(E) an unattended manufactured home as defined by [Section 1201.003, Occupations Code](#).

(b) An authority, a fire department, or a law enforcement agency may remove personal property from a roadway or right-of-way if the authority, fire department, or law enforcement agency determines that the property blocks the roadway or endangers public safety.

(c) Personal property may be removed under this section without the consent of the owner or carrier of the property.

(d) The owner and any carrier of personal property removed under this section shall reimburse the authority, fire department, or law enforcement agency for any reasonable cost of removal and disposition of the property.

(e) Notwithstanding any other provision of law, an authority, a fire department, or a law enforcement agency is not liable for:

(1) any damage to personal property removed from a roadway or right-of-way under this section, unless the removal is carried out recklessly or in a grossly negligent manner; or

(2) any damage resulting from the failure to exercise the authority granted by this section.

(f) The governing body of a political subdivision that has a fire department shall develop and implement a policy concerning the fire department consulting with law enforcement agencies regarding removal of personal property from a roadway or right-of-way.