

THE STATE OF TEXAS           §     KNOW ALL PERSONS BY THESE  
  §     PRESENTS  
COUNTY OF FORT BEND       §

**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT BETWEEN  
FORT BEND COUNTY AND THE CITY OF MISSOURI CITY**

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by between the FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, herein referred to as "COUNTY" and the CITY OF MISSOURI CITY, a home-rule municipal corporation of the State of Texas, acting by and through its City Council, hereinafter referred to as "City."

**WHEREAS**, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, public health and welfare; and

**WHEREAS**, the Parties deem it to be in the best interest of both to enter into this Interlocal Agreement.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the Parties hereby agree as follows:

**SECTION I.  
PURPOSE**

**1.01** The purpose of this Agreement between the COUNTY and the CITY is to provide housing for County owned ambulance units and personnel at City owned properties, and to set forth the respective duties and responsibilities of each Party.

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

**2.01** The CITY shall allow the COUNTY to house one (1) Fort Bend County Ambulance Unit (hereinafter referred to as "Ambulance Unit") and two (2) Fort bend County Emergency Medical Service Division Personnel (hereinafter referred to as "EMS Personnel") and when feasible and necessary three (3) EMS Personnel at the CITY's Facilities.

**2.02** The CITY may, at its sole discretion, designate and allow the COUNTY to house one (1) Ambulance Unit and two (2) and when feasible and necessary, three (3) EMS Personnel at the CITY's Fire Station No. 2, located at 12043 McLain Blvd., Houston, Texas 77071; Fire Station

No. 5, located at 190 Waters Lake Blvd., Missouri City, Texas 77459 and any subsequent CITY fire station constructed after the effective date of this Agreement (hereinafter referred to as the “Discretionary Fire Station(s)”).

**2.03** The CITY shall provide sleeping quarters and daytime staging space adequate for two (2) and when feasible, (3) Fort Bend County Emergency Medical Service Division Personnel at each Fire Station and Discretionary Fire Station as well as office space and supply storage.

**2.04** Amenities not specifically provided by this Agreement shall be provided by the COUNTY.

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

**3.01** The COUNTY will provide one (1) Ambulance Unit and a minimum of two (2) EMS Personnel at each Fire Station and at each Discretionary Fire Station designated by the CITY.

**3.02** As consideration for the CITY providing the housing at the Fire Station(s) and Discretionary Fire Station(s) for the operation of such Ambulance Unit(s), the COUNTY will operate and maintain the Ambulance Unit(s) and will also provide corresponding EMS Personnel in service to the COUNTY and the CITY. The CITY shall have no responsibility or oversight regarding the control, operation and maintenance of the Ambulance Units(s) and shall have no managerial, supervisory or administrative control over the EMS Personnel.

**3.03** The EMS Personnel shall at all times remain COUNTY employees and the COUNTY shall retain sole and independent authority for the EMS Personnel. The COUNTY shall be solely responsible for the hiring, training, discipline, actions and termination of the EMS Personnel. EMS Personnel are not employees, contractors or agents of the CITY. The COUNTY shall have the complete responsibility to provide (i) any necessary insurance coverage for such EMS Personnel and (ii) any necessary salary, wages and benefits for such EMS Personnel.

**3.04** EMS Personnel shall hold and maintain at least the rating of an Emergency Medical Technician.

**3.05** Ambulance Unit and EMS Personnel shall continue to be part of the County Emergency Medical Service Division and such unit(s) and personnel stationed at the Fire Station(s) Discretionary Fire Station(s) shall be dispatched only through the County Emergency Medical Service Division.

**3.06** The COUNTY shall provide furniture, equipment and supplies for the EMS Personnel who are stationed at the Fire Station(s) and Discretionary Fire Station(s).

**3.07** The COUNTY shall repair or reimburse the CITY for any damage to CITY’s property caused by COUNTY employees, officers or agents at the Fire Station(s) and Discretionary Fire Station(s).

**SECTION IV.**  
**INSURANCE AND LIABILITY**

**4.01** If required, as indicated below, the COUNTY shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the COUNTY'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

If applicable, one or more current certificates of liability insurance is required to be submitted to the Purchasing Office before the CITY will enter into a contract with the COUNTY. The Certificate(s) of Insurance shall be an attachment to this Agreement. **See Exhibit "A."**

**POLICY REQUIREMENTS (CHECK ALL THAT APPLY)**

The COUNTY and all subcontractors performing work for the COUNTY under this Agreement shall furnish one or more completed insurance certificates to the CITY prior to the effective date of the Agreement, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- Comprehensive General Liability Insurance including Products and Completed Operations and Personal and Advertising Injury with limits of liability of not less than: Bodily Injury in the amount of \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence, and \$2,000,000.00 aggregate; Property Damage in the amount of \$1,000,000.00 per each occurrence;
- Commercial Automobile Liability Insurance in the amount of \$1,000,000 for a Combined Single Limit;
- Worker's Compensation Insurance with a limit of not less than \$1,000,000.00, as required by laws and regulations applicable to and covering employees of CONTRACTOR engaged in the performance of the work under this Agreement;
- Employers Liability Insurance with a limit of not less than \$100,000.00, protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship;
- Professional Liability Insurance in the amount of \$1,000,000 per occurrence;
- Builder's Risk Insurance in the amount of the construction cost, including protection against named windstorm and flood;
- Medical Malpractice Insurance in the amount of \$1,000,000 per occurrence;

- Excess Liability Insurance for Comprehensive General Liability, Comprehensive Automobile Liability or any other coverages afforded by the policies required above, with the minimum limits of \$5,000,000.00 in excess of specified limits.

The CITY shall be entitled, upon request and without expense, to receive copies of the certificate(s) of insurance and the required polic(ies) and endorsement(s).

The COUNTY agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (a) The COUNTY shall notify the CITY of any change in the required coverage or cancellation, and shall give such notices not less than thirty (30) days prior to the change or cancellation. The COUNTY shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) The COUNTY shall provide for an endorsement that the “other insurance” clause or provision shall not apply to the CITY where the CITY is shown as an additional insured on the policy;
- (c) The COUNTY shall provide for notice to the CITY at the address shown in this Agreement;
- (d) The COUNTY agrees to waive all the COUNTY’S, its officers, employees, agents, assigns, and successors’ rights of subrogation against the CITY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the COUNTY will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement; and
- (e) The CITY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the CITY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

**COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY RISK MANAGER AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

APPROVAL

Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the COUNTY shall not relieve the COUNTY of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the COUNTY from liability.

**4.02** 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.

**SECTION V.**  
**NO PARTNERSHIP**

**5.01** 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**

**6.01** 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**

**7.01** 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 written 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**

**8.01** It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

**8.02** 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.**

**VENUE**

**9.01** The Parties hereto agree and acknowledge that venue or all legal actions or proceedings arising out of or relating to this Agreement shall be in Fort Bend County, Texas.

**SECTION X.**

**BENEFICIARIES**

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

**SECTION XI.**

**TERM**

**11.01** It is expressly understood and agreed that this Agreement is and will be effective from the date signed by the last party hereto through January 31, 2027, with **automatic one-year renewals**, 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 XII.**

**NOTICES**

**12.01** Notice to the COUNTY shall be sent to:

Fort Bend County  
401 Jackson Street  
Richmond, Texas 77469  
Attention: County Judge

With a copy to:

Emergency Medical Services  
Attention: Chief of EMS  
4332 Highway 36 South

Rosenberg, Texas 77471

Notice to the CITY shall be sent to:

City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77459  
Attention: City Manager

With a copies to:

Missouri City Fire Department  
Attention: Mario Partida, Fire Chief  
1522 Texas Parkway  
Missouri City, Texas 77459

and

City of Missouri City, Texas  
ATTN: Tina Chenier  
Risk Manager  
1522 Texas Parkway  
Missouri City, Texas 77489  
Phone No.: 281-403-8682  
E-Mail: [Tina.Chenier@Missouricitytx.gov](mailto:Tina.Chenier@Missouricitytx.gov)

### **SECTION XIII. CURRENT REVENUE**

**13.1** 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.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and the COUNTY upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

**FORT BEND COUNTY**

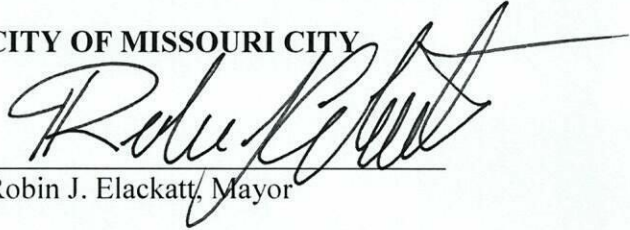
\_\_\_\_\_  
KP George, County Judge

Date: \_\_\_\_\_

ATTEST:

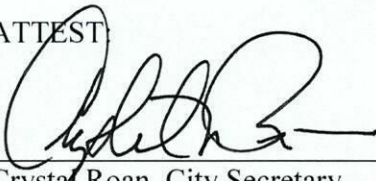
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Laura Richard, County Clerk

**CITY OF MISSOURI CITY**

  
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Robin J. Elackatt, Mayor

Date: March 19, 2026

ATTEST:

  
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Crystal Roan, City Secretary