

AGENDA ITEM

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ARF-3181

REGULAR SESSION AGENDA

HHS-Emergency Medical Services

Date: 03/22/2011

EMS Housing Agreements - City of Missouri City

Submitted For:

HHS / EMS

Submitted By:

✓ Nikki Mehrens, County Attorney

Department: County AttorneyType of Item: ConsentRenewal Agreement/ YesAppointment:Reviewed by County YesAttorney's Office:Multiple Originals NoY/N?:

InformationSUMMARY OF ITEM

Take all appropriate action on renewal EMS Housing Agreements between Fort Bend County and City of Missouri City for Fire Stations No. 3 and 4, effective from October 1, 2010 through September 30, 2012, with automatic renewal unless terminated by either party.

SPECIAL HANDLING

AttachmentsLink: [EMS Housing.Missouri City FS #3](#)Link: [EMS Housing.Missouri City FS #4](#)

3/14/11 1 original each returned to Nicole at County Attorney

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT BETWEEN
FORT BEND COUNTY AND CITY OF MISSOURI CITY FOR FIRE STATION NO. 3**

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and City of Missouri City, hereinafter referred to as "City."

It is mutually agreed by the parties hereto as follows:

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

1.01 The City shall provide space for housing of one Fort Bend County Advanced Life Support Ambulance Unit at the City's Fire Station No. 3 located at 2496 Texas Parkway, Missouri City, Texas 77489.

1.02 The City shall provide space for two Fort Bend County Emergency Medical Service Division Personnel to be stationed at the City's Fire Station No. 3.

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

2.01 The County will provide one Advanced Life Support Ambulance Unit and two Emergency Medical Service Division Personnel.

2.02 Emergency Medical Service Personnel shall hold at least the rating of an Emergency Medical Technician.

2.03 Ambulance Unit and Personnel shall continue to be part of the County Emergency Medical Service Division and such unit stationed at the City's Fire Station No. 3 shall be dispatched only through the County Emergency Medical Service Division.

**SECTION III
INDEMNIFICATION**

3.01 Each party shall be responsible for its own negligent actions, 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, workers compensation, and if applicable, emergency medical service professional liability insurance, 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. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

**SECTION IV
NO CO-PARTNERSHIP**

4.01 a. It is agreed that nothing herein contained is intended or should be construed as creating or establishing a relationship of co-partners 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.

b. The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION V
SEVERABILITY**

5.01 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, 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 VI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

6.01 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 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 VII
COMPLIANCE WITH LAWS AND REGULATIONS**

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

b. 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 VIII
TERM**

8.01 It is expressly understood and agreed that this Agreement is for a two-year period, effective **October 1, 2010** and ending **September 30, 2012**, and continuing thereafter until terminated by a party. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

**SECTION IX
NOTICES**

9.01 Notice to the **County** shall be sent to:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attention: County Judge

With copy to:

Emergency Medical Services
Attn: Daniel Kosler, Director
4336 Highway 36
Rosenberg, Texas 77471

Notice to the **City** shall be sent to:


City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77459

With copy to:

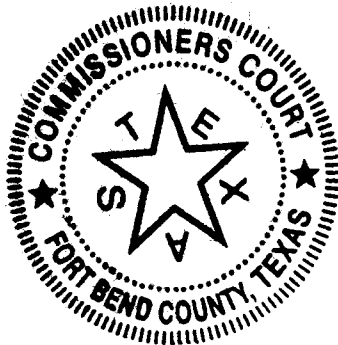
Missouri City Fire Department
Attention: Chief
1522 Texas Parkway
Missouri City, Texas 77459

EXECUTED this 8 day of March, 2011.

ATTEST:



~~Diane~~ Wilson, County Clerk
DIANNE

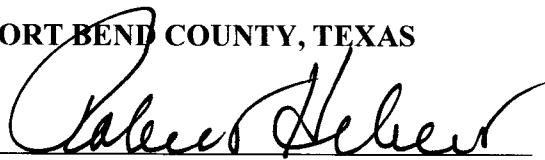


ATTEST:


Daria Caple
Deputy City Secretary

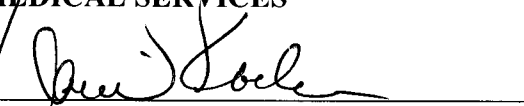
FORT BEND COUNTY, TEXAS

By:


Robert E. Hebert, County Judge

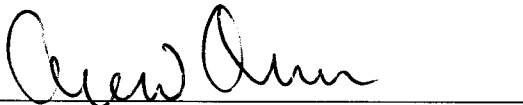
**FORT BEND COUNTY EMERGENCY
MEDICAL SERVICES**

By:


Daniel Kosler, Director
Date: 2-28-2011


CITY OF MISSOURI CITY

By:


Date: 2.21.2011

MISSOURI CITY FIRE DEPARTMENT

By:


Fire Chief
Date: 2-22-11

STATE OF TEXAS

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COUNTY OF FORT BEND

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
HOUSING AGREEMENT BETWEEN FORT BEND COUNTY AND
CITY OF MISSOURI CITY FOR FIRE STATION NO. 3**

On this the 8 day of March, 2011, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Comm. Patterson duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Housing Agreement with City of Missouri City and Fort Bend County for Housing of EMS Ambulance and EMS Technicians at Fire Station No. 3. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT BETWEEN
FORT BEND COUNTY AND CITY OF MISSOURI CITY FOR FIRE STATION NO. 4**

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as “County” and City of Missouri City, hereinafter referred to as “City.”

It is mutually agreed by the parties hereto as follows:

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

1.01 The City shall provide space for housing of one Fort Bend County Advanced Life Support Ambulance Unit at the City’s Fire Station No. 4 located at 5955 Sienna Parkway, Missouri City, Texas 77459.

1.02 The City shall provide space for two Fort Bend County Emergency Medical Service Division Personnel to be stationed at the City’s Fire Station No. 4.

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

2.01 The County will provide one Advanced Life Support Ambulance Unit and two Emergency Medical Service Division Personnel.

2.02 Emergency Medical Service Personnel shall hold at least the rating of an Emergency Medical Technician.

2.03 Ambulance Unit and Personnel shall continue to be part of the County Emergency Medical Service Division and such unit stationed at the City’s Fire Station No. 4 shall be dispatched only through the County Emergency Medical Service Division.

**SECTION III
INDEMNIFICATION**

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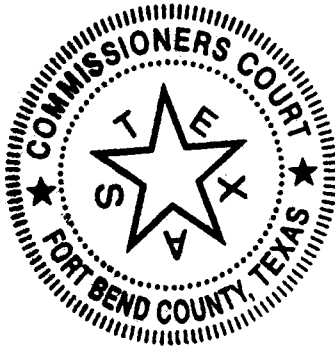
Missouri City Fire Department
Attention: Chief
1522 Texas Parkway
Missouri City, Texas 77459

EXECUTED this 8 day of March, 2011.

ATTEST:

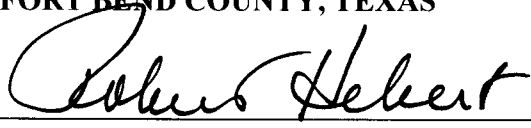

Diane Wilson, County Clerk

DIANNE



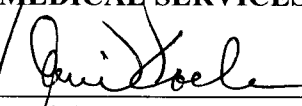
FORT BEND COUNTY, TEXAS

By:


Robert E. Hebert, County Judge

**FORT BEND COUNTY EMERGENCY
MEDICAL SERVICES**

By:

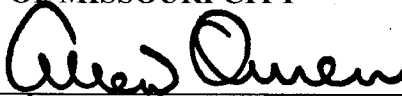

Daniel Kosler, Director

Date:

2-28-2011

CITY OF MISSOURI CITY

By:



Date:

2-21-2011

MISSOURI CITY FIRE DEPARTMENT

By:


Fire Chief

Date:

2-22-11

STATE OF TEXAS §
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COUNTY OF FORT BEND §

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