

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and the 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 FIRE DEPARTMENT**

1.01 The City shall provide space at Fire Station No. 3, located at 2496 Texas Parkway, Missouri City, Texas 77489, and Fire Station No. 4, located at 5955 Sienna Parkway, Missouri City, Texas 77459 (hereinafter referred to as "Fire Station"), to house one (1) Fort Bend County Advance Life Support Ambulance Unit at each fire station.

1.02 The City shall provide space for two (2) Fort Bend County Emergency Medical Service Division Personnel at each fire station.

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

2.01 The County will provide one (1) Advance Life Support Ambulance Unit and two (2) Emergency Medical Service Division Personnel at each fire station.

2.02 Emergency Medical Service Personnel shall hold and maintain 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 fire station shall be dispatched only through the County Emergency Medical Service Division.

2.04 The County shall provide furniture, equipment and supplies for the employees who are stationed at the fire station.

2.05 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.

**SECTION III
 INSURANCE AND LIABILITY**

3.01 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, 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.

3.02 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 IV NO PARTNERSHIP

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

7.02 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 VIII
TERM**

8.01 It is expressly understood and agreed that this Agreement is and will be effective from the date signed by the last party hereto and will terminate on September 30, 2014, 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 IX
NOTICES**

9.01 Notice to the County shall be sent to:	With a copy to:
Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attention: County Judge	Emergency Medical Services Attn: Daniel Kosler, Director 4336 Highway 36 Rosenberg, Texas 77471
Notice to the City shall be sent to:	With a copy to:
City of Missouri City 1522 Texas Parkway Missouri City, Texas 77459	Missouri City Fire Department Attention: Russell Sander, Fire Chief 1522 Texas Parkway Missouri City, Texas 77459

**SECTION X
CURRENT REVENUE**

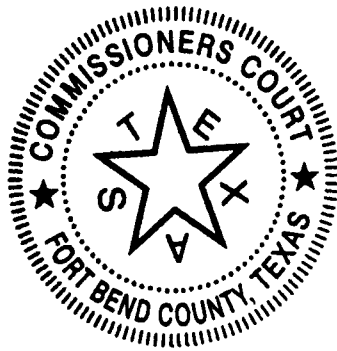
10.1 Each party understands and agrees that each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

EXECUTED this 5 day of February, 2013.

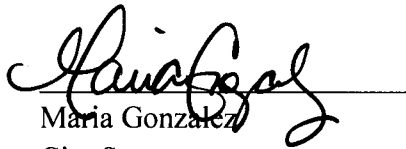
ATTEST:



Diane Wilson, County Clerk



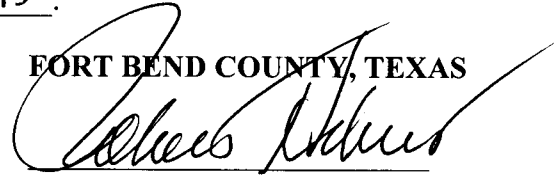
ATTEST:



Maria Gonzalez
City Secretary

FORT BEND COUNTY, TEXAS

By:



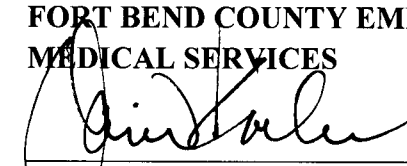
Robert E. Hebert, County Judge

Date:

2-5-2013

**FORT BEND COUNTY EMERGENCY
MEDICAL SERVICES**

By:



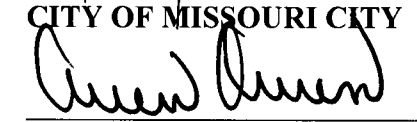
Daniel Kosler, Director

Date:

1/23/2013

CITY OF MISSOURI CITY

By:



Allen Owen, Mayor

Date:

12-17-2012

MISSOURI CITY FIRE DEPARTMENT

By:



Russell Sander, Fire Chief

Date:

12-18-12