



City Secretary

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

COURT DATE
MAY 28, 2013
AGENDA ITEM # 31 I

June 10, 2013

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

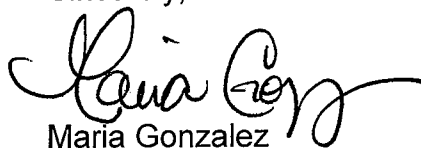
6-13-13
COPY: CO. CLERK
SHERIFF'S OFF
ORIG → PURCHASING

Dear Fort Bend County Judge,

At its meeting of June 3, 2013, City Council authorized the execution of an interlocal agreement between the City of Missouri City and Fort Bend County for the deployment of Fort Bend County Sheriff's Office deputies from the City of Missouri City Police Mini-Station.

Attached for your files is a fully executed version of the agreement. If you have any questions or if I may be of further assistance to you, please let me know.

Sincerely,


Maria Gonzalez
City Secretary

COUNTY JUDGE
RECEIVED
JUN 11 2013

**AGREEMENT BETWEEN THE CITY OF MISSOURI CITY AND
FORT BEND COUNTY FOR THE USE OF THE MISSOURI CITY POLICE
DEPARTMENT MINI-STATION**

This Agreement is entered into between the City of Missouri City ("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 ("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
DUTIES & RESPONSIBILITIES OF THE CITY**

1. The City will designate an office space or area ("Area") in the City of Missouri City Police Department Mini-Station, located at 1703-A Texas Parkway, Missouri City, Texas 77489 ("Mini-Station"), to be used by the Fort Bend County Sheriff's Office ("FBCSO").
2. The City has provided basic office furniture, such as desks and chairs, for use in the designated area. The furniture purchased by the City will remain the property of the City, and the City reserves the right to remove such furniture at any time at its sole discretion. The City is not obligated to provide or replace furniture in the area designated for County use.
3. The City will provide or assign a key to each FBCSO Deputy ("Deputy") who is assigned or stationed at the Mini-Station, a pass code to the fuel island and the automated car wash at the City's Fleet Maintenance Service Center ("Service Center"), and an alarm code to the Mini-Station and designated area.
4. The City may allow Deputies who are stationed at the Mini-Station to use the car wash at the City's service center to wash their patrol units at a rate of one-dollar and fifty cent (\$1.50) per wash.
5. The City will bill the County for the number of car washes purchased by the Deputies at the end of each month.

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

1. The total number of Deputies that shall have access to and use the area at the Mini-Station may not exceed the maximum occupancy for the area.
2. The County will ensure that all Deputies maintain proper certification as a peace officer by the State of Texas.

3. The Deputies assigned or stationed at the Mini-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 Mini-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. County's property left at Mini-Station and not claimed within twenty-four (24) hours after the termination of the Agreement will become City property. County agrees to hold City harmless for disposing of such property.
5. The County will provide all communication services, including, but not limited to, Internet, telephone, and facsimile, if necessary, for the Deputies' use in the designated area.
6. The County will repair or reimburse the City within ten (10) days for any damage to City's property or Mini-Station caused by the Deputies or County's employees, officers or agents, including, but not limited to, damages to wall or structure when removing fixture, furniture, equipment, cable, etc.
7. The County will provide the names and employee numbers of all Deputies who will be stationed at Mini-Station and who will require keys to access the Mini-Station and 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 will promptly, within twenty-four (24) hours, return all City's properties provided or assigned to such Deputy including the keys to the Mini-Station and designated area.
9. The County will ensure that the City's keys, pass code to the fuel island and automated car wash at the service center, and alarm code to the Mini-Station will not be duplicated, shared or disclosed to any person other than the Deputy that such keys/pass code/alarm code are assigned. Duplication of keys and/or disclosure of pass code and alarm code are strictly prohibited.
10. The County will keep and maintain the designated area at the Mini-Station in a good, clean and safe condition.
11. The County, its Deputies, employees, officers, and agents shall not disclose or share any confidential or privileged information including, but not limited to, investigations or cases being conducted by Missouri City Police Department to any person.
12. The County will pay the City for car washes purchased by the Deputies, to be specified within an invoice generated by the City, within ten (10) days of receipt.

SECTION III INSURANCE AND LIABILITY

1. County agrees to provide insurance coverages as required in Attachment A, attached hereto and incorporated herein for all purposes.
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 or liable to the County for any damages due to vandalism, burglary, collision, or any other act committed by a third party or by force majeure. County hereby waives any claim against City for such damages.
4. The City shall not be responsible or liable to the County for any damages to the County's vehicles from the use of the City's automated car wash at the service center.

SECTION IV 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 V 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 VI 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 VII 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 VIII 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 IX 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, Texas 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 77459 | Missouri City Police Department
Attn: Police Chief
1522 Texas Parkway
Missouri City, Texas 77459 |

SECTION X CURRENT REVENUE

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 XI FORCE MAJEURE

In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for not longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any party, similar to those enumerated, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

EXECUTED this 3rd day of June, 2013.

CITY OF MISSOURI CITY:

Allen Owen 6.3.2013
Allen Owen Date
Mayor

FORT BEND COUNTY:

Robert E. Hebert 5-28-2013
Robert E. Hebert Date
County Judge

APPROVED BY:

Joel Fitzgerald 6/9/2013
Joel Fitzgerald Date
Chief of Police

Troy E. Nehls 5-28-2013
Troy E. Nehls Date
Sheriff

ATTEST:

Maria Gonzalez 6.3.2013
Maria Gonzalez Date
City Secretary

Dianne Wilson 5-28-13
Dianne Wilson Date
County Clerk



ATTACHMENT A

INSURANCE REQUIREMENTS

A current certificate 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 of insurance shall be an attachment to this Agreement. In addition, the City shall not enter into any separate indemnification or hold harmless agreements with the County.

SECTION A. POLICY REQUIREMENTS

Prior to the approval of this contract by the City, County shall furnish a completed insurance certificate to the Purchasing Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. ***CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY***, and no officer or employee of the City shall have authority to waive this requirement.

SECTION B. INSURANCE COVERAGE REQUIRED

City reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the County.

SECTION C. TYPE & AMOUNT

1. Worker's Compensation-Statutory and Employers Liability
Minimum Limits:
\$500,000 Each Accident
\$1,000,000 Each Employee
2. Commercial General (public) Liability insurance minimum limits of \$1,000,000 each occurrence.
3. Comprehensive Automobile Combined single limit for liability insurance, including bodily injury and property coverage of \$1,000,000 each accident

SECTION D. ADDITIONAL POLICY ENDORSEMENTS

City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or

the underwriter of any of such policies). Upon such request by City, County shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

SECTION E. REQUIRED PROVISIONS

County agrees with the respect to the above required insurance, all insurance contracts and certificate(s) of insurance *will contain the following required provisions:*

- a. Name the City as an Additional Insured on all applicable coverage;
- b. Provide for 60 days notice to City for cancellation, nonrenewal, or material change;
- c. County agrees to waive subrogation against the City of Missouri City, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- d. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- e. Automatic renewal notices shall be sent to the City during the term of the contract.

SECTION F. NOTICES

County shall notify City in the event of any change in coverage and shall give such notices not less than 60 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to City at the following address:

City of Missouri City
Purchasing Office
Attn: Purchasing/Risk Manager
1522 Texas Parkway
Missouri City, Texas 77489

SECTION G. MISCELLANEOUS

Approval, disapproval, or failure to act by City regarding any insurance supplied by County shall not relieve 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 County from liability.