

**City Secretary**

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

July 5, 2018

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

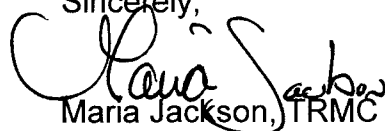
Dear Honorable Judge Hebert,

On July 2, 2018, the City Council of Missouri City approved an interlocal agreement with Fort Bend County for first responder and emergency medical services.

The City is enclosing two original versions of the agreement. Upon obtaining the appropriate signatures, please return one agreement to us for our files in the enclosed envelope.

Thank you and please call should you have any questions.

Sincerely,



Maria Jackson, TRMC
City Secretary

c: Fort Bend County EMS
Attention: Chief of EMS
4332 Highway 36
Rosenberg, Texas 77471

M. desVignes-Kendrick, M.D., MPH
Director, Health and Human Services
4520 Reading Rd. Ste. A
Rosenberg, TX 77471

Missouri City Fire & Rescue Services
Attention: Fire Chief
3849 Cartwright Road
Missouri City, Texas 77459

CITY OF MISSOURI CITY

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL PERSONS BY THESE
PRESENTS

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

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between 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 municipal corporation of the State of Texas, acting herein by and through their 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 entities 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 1.
PURPOSE**

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

**SECTION 2.
DUTIES & RESPONSIBILITIES OF THE CITY**

2.01 The CITY shall allow County to house one (1) Fort Bend County Advance Life Support Ambulance Unit and two (2) Fort Bend County Emergency Medical Service Division Personnel at the CITY's Fire Station No. 3, located at 2496 Texas Parkway, Missouri City, Texas 77489, Fire Station No. 4 located at 5955 Sienna Parkway, Missouri City, Texas 77459, and Fire Station No. 1 located at 3849 Cartwright Rd. Missouri City, Texas (hereinafter "Fire Station(s)").

2.02 The CITY shall also provide sleeping quarters and daytime staging space adequate for two (2) Fort Bend County Emergency Medical Service Division Personnel to be stationed at each Fire Station.

2.03 The CITY shall only be responsible for any minimal amenities such as furniture and appliances for such COUNTY personnel and that any additional amenities shall be supplied by the COUNTY.

SECTION 3.
DUTIES & RESPONSIBILITIES OF THE COUNTY

3.01 The COUNTY will provide one (1) Advance Life Support Ambulance Unit, hereinafter referred to as "Ambulance Unit" and two (2) Emergency Medical Service Division Personnel, hereinafter referred to as "EMS Personnel", at each Fire Station.

3.02 As consideration for the CITY providing the housing at the Fire Stations for the operation of such Ambulance Unit, the COUNTY will operate and maintain (1) the Ambulance Unit and corresponding EMS Personnel in service to Fort Bend County and the CITY. The CITY shall have no responsibility or oversight regarding the operation and maintenance of the Ambulance Unit and shall have no managerial, supervisory or administrative control over the EMS Personnel. The COUNTY shall be responsible for any and all costs associated with (i) the operation and maintenance of the Ambulance Unit and (ii) the employment of the EMS Personnel. Notwithstanding, this provision is not intended to be nor shall it be construed as an indemnification provision by the COUNTY.

3.03 EMS Personnel shall hold at least the rating of an Emergency Medical Technician.

3.04 Ambulance Unit and EMS Personnel shall continue to be part of the County Emergency Medical Service Division and such Ambulance Unit stationed at the Fire Station shall be dispatched only through the County Sheriff's Office Communication Center.

3.05 The EMS Personnel shall at all times remain COUNTY employees, and the COUNTY shall retain sole and independent authority for the EMS Personnel and shall be solely responsible for the hiring, training, discipline, actions of and termination of the EMS Personnel. EMS Personnel are not employees 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 or benefits for such EMS Personnel.

SECTION 4.
INSURANCE AND LIMITATION OF LIABILITY

4.01 Each party shall be responsible for its own negligent actions, regardless of the geographical location relating to the operation and maintenance of the Ambulance Unit and for the actions of its employees in the operation and maintenance of the Ambulance Unit. 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.

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 5. NO PARTNERSHIP

5.01 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.

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

SECTION 6. 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 7. 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 8. 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 9.
TERM**

It is expressly understood and agreed that this Agreement is will be effective from the date signed by the last party hereto through September 30, 2018, 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 10.
VENUE**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. 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 Agreement and waive the right to sue or be sued elsewhere.

**SECTION 11.
BENEFICIARIES**

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 for herein.

**SECTION 12.
NOTICES**

Notices, correspondence, and all other communications shall be addressed to Fort Bend County and submitted to the following representative:

M. desVignes-Kendrick, M.D., MPH
Director, Health and Human Services
4520 Reading Rd. Ste. A
Rosenberg, TX 77471

With a copy to: Emergency Medical Services
Attention: Chief of EMS
4332 Highway 36 South
Rosenberg, Texas 77471

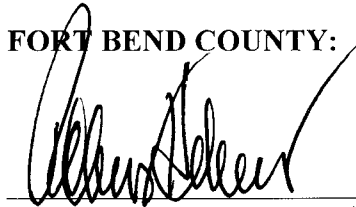
and to: Fort Bend County
Attention: County Judge
401 Jackson St.
Richmond, Texas 77469

Notice to the **CITY** shall be sent to:
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77459

With a copy to: Missouri City Fire Department
Attention: Fire Chief
1522 Texas Parkway
Missouri City, Texas 77459

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:



Robert E. Hebert, Fort Bend County Judge

CITY OF MISSOURI CITY:



Mayor

Date: 7.24.2018

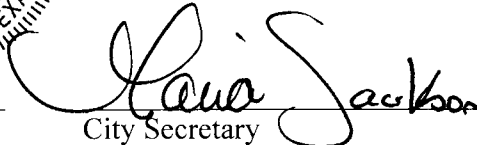
Date: 7.2.2018

Attest:



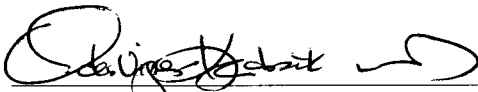
Laura Richard, Fort Bend County Clerk

Attest:

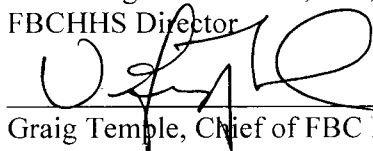


City Secretary

Reviewed by:

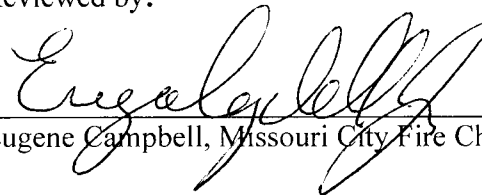


M. desVignes-Kendrick, MD, MPH, FAAP
FBCHHS Director



Graig Temple, Chief of FBC EMS

Reviewed by:



Eugene Campbell, Missouri City Fire Chief

