

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**3RD AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND FRESNO VOLUNTEER
FIRE DEPARTMENT
FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

This **THIRD AMENDMENT** to the Agreement for Fire Protection in Unincorporated Fort Bend County (hereinafter, the “Agreement”), attached hereto as Exhibit “A,” and made a part hereof for all purposes, is entered into by and between **FORT BEND COUNTY, TEXAS**, (hereinafter referred to as “County”) a body politic, acting herein by and through its Commissioners Court and Fresno Volunteer Fire Department (hereinafter, the “VFD”) and states as follows:

WHEREAS, the parties executed and accepted that certain Agreement for Fire Protection in Unincorporated Fort Bend County on or about October 7, 2014, and as amended on February 10, 2015, and on October 10, 2015, herein referred to as the “Agreement” and attached as “Exhibit A”; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County and VFD agree to the following:

1. County shall pay VFD an additional amount of \$37,418.00 for services provided under Section 2.2 of this Agreement and described in the 2016-17 Request Letter attached hereto as “Exhibit B”, funding source to be exclusively from the County’s BFI tipping fees account.
2. County shall remit payment within 60 days of execution of this Amendment.
3. The additional compensation is for the 2016-2017 contract year only and shall not automatically renew.
4. All terms and conditions of the Agreement, including any addenda, not modified in this Third Amendment shall remain in full force and effect and for the term of the Agreement; and
5. If there is a conflict between this Third Amendment and any prior executed document, the provisions of this Third Amendment shall prevail.

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT shall be effective upon execution of County.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

FRESNO VOLUNTEER FIRE DEPARTMENT

By:  _____
Signature

Printed name & title

Date:  _____

Auditor's Certificate

I hereby certify that funds in the amount of \$37,418.00 are available to pay the County's obligation within the foregoing Agreement for the provision of Services.

Ed Sturdivant, County Auditor

Attachments: Exhibit A – Fire Services Agreement with Amendments
Exhibit B- 2016-17 Request Letter

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**2ND AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND FRESNO VOLUNTEER
FIRE DEPARTMENT
FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

This **SECOND AMENDMENT** to the Agreement for Fire Protection in Unincorporated Fort Bend County (hereinafter, the "Agreement"), attached hereto as Exhibit "A," and made a part hereof for all purposes, is entered into by and between **FORT BEND COUNTY, TEXAS**, (hereinafter referred to as "County") a body politic, acting herein by and through its Commissioners Court and Fresno Volunteer Fire Department (hereinafter, the "VFD") and states as follows:

WHEREAS, the parties executed and accepted that certain Agreement for Fire Protection in Unincorporated Fort Bend County on or about October 7, 2014, which shall automatically renew for an additional one year term; and

WHEREAS, the parties executed and accepted that First Amendment to the Agreement for Fire Protection in Unincorporated Fort Bend County on February 10, 2015;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County and VFD agree to the following:

1. County shall pay VFD an additional amount of \$37,418.10 for services provided under Section 2.2 of this Agreement and described in the 2015-16 Request Letter attached hereto as "Exhibit B", funding source to be exclusively from the County's BFI tipping fees account.
2. County shall remit payment within 60 days of execution of this Amendment.
3. The additional compensation is for the 2015-2016 contract year only and shall not automatically renew.
4. All terms and conditions of the Agreement, including any addenda, not modified in this Second Amendment shall remain in full force and effect and for the term of the Agreement; and
5. If there is a conflict between this Second Amendment and any prior executed document that the provisions of this Second Amendment shall prevail.

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT shall be effective upon execution of County.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

FRESNO VOLUNTEER FIRE DEPARTMENT

By: _____
Signature

Chris Torrey Fire Chief
Printed Name and Title

Date: 9/17/15

Auditor's Certificate

I hereby certify that funds in the amount of \$37,418.00 are available to pay the County's obligation within the foregoing Agreement for the provision of Services.

Ed Sturdivant, County Auditor

Attachments: Exhibit A – Fire Services Agreement, as amended on February 10, 2014
Exhibit B- 2015-16 Request Letter

EXHIBIT A

STATE OF TEXAS

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COUNTY OF FORT BEND

**1ST AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND
FRESNO VOLUNTEER FIRE DEPARTMENT
FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

This **FIRST AMENDMENT** to the Agreement for Fire Protection in Unincorporated Fort Bend County (hereinafter, the "Agreement"), attached hereto as Exhibit "A," and made a part hereof for all purposes, is entered into by and between **FORT BEND COUNTY, TEXAS**, (hereinafter referred to as "County") a body politic, acting herein by and through its Commissioners Court and Fresno Volunteer Fire Department (hereinafter, the "VFD") and states as follows:

WHEREAS on or about August 27, 2013, the Fort Bend County Commissioners Court terminated the Fresno/Arcola Advisory Committee, who was originally created to disburse funds from the County's BFI Tipping Fee account to directly benefit the Fresno/Arcola area;

WHEREAS on or about August 27, 2013, the Fort Bend County Commissioners Court authorized Commissioner Precinct One to recommend expenditures in place of Fresno/Arcola Advisory Committee;

WHEREAS the current Commissioner Precinct One now hereby recommends additional payment to the VFD as a direct benefit to the Fresno/Arcola area and as compensation for the services rendered per the Agreement executed between County and VFD on or about October 7, 2014 for fires services; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County and VFD agree to the following:

1. County shall pay VFD an additional amount of \$37,418.00 for services provided under Section 2.2 of this Agreement, funding source to be exclusively from the County's BFI tipping fees account.
2. County shall remit payment within 60 days of execution of this Amendment.
3. The additional compensation is for the 2014-2015 contract year only and shall not automatically renew.
4. All terms and conditions of the Agreement, including any addenda, not modified in this First Amendment shall remain in full force and effect and for the term of the Agreement; and
5. If there is a conflict between this First Amendment and any prior executed document that the provisions of this First Amendment shall prevail.

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT shall be effective upon execution of County.

FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 2-10-2015

ATTEST:


Laura Richard, County Clerk



FRESNO VOLUNTEER FIRE DEPARTMENT

By: 
Signature


Printed name & title

Date: 

Auditor's Certificate

I hereby certify that funds in the amount of \$37,418.00 are available to pay the County's obligation within the foregoing Agreement for the provision of Services.


Ed Sturdivant, County Auditor

Attachments: Exhibit A – October 7, 2014 Fire Services Agreement

\\2015 agreements/fire marshal 01.22.15

Exhibit A

October 7, 2014 Fire Services Agreement



December 19, 2014

Michael Gutierrez
Arcola Fresno Advisory Council
Fort Bend County
1517 Eugene Heimann Circle, Suite 300
Richmond, Texas 77469

RE: Fresno Fire Station Attendant Funding

To Commissioner Morrison, Precinct 1:

First, I want to thank you for your continued support of the station day attendant project. This program has been a great benefit to the community since it provides immediate response capability during weekday normal business hours to the various incidents without having to wait for neighboring fire departments mutual aid response. The weekday normal business hours are the department's most venerable time due to the fact most members are at their personal jobs.

Therefore, we are submitting another request to fund the project another year, for the period of Oct. 1, 2014 through Sept. 31, 2015. We are requesting the same amount as submitted last year. \$37,418.00.

If you have any questions, please feel free to contact me.

Regards,

Paul Hamilton

Board of Directors, Paul Hamilton

PO Box 185

(281) 835-5960

Fresno, Texas 77545

endangered by fires; provided that the above described personnel, equipment and supplies are not otherwise engaged in firefighting.

- 2.3 County shall compensate VFD as follows:
- a. County agrees to pay VFD an Annual Payment of \$217,000 for services provided under Section 2.2 of this Agreement.
 - b. The Annual Payment shall be made in one lump sum, no later than December 31, of each year.
 - c. Rate of compensation for automatic renewals shall remain the amount stated in Section 2.3 unless VFD is otherwise advised by County prior to October 1 of each year.
- 2.4 The VFD shall observe and comply with all Federal, State, County and VFD laws, rules, ordinances and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this agreement. Specifically, the performance of this agreement shall comply with any and all requirements of the Americans with Disabilities Act of 1990, 42 USC.
- 2.5 It is expressly understood that the County has funds specifically allocated to fully discharge its obligation under this agreement. To the extent required by law, County agrees that the act of a person who, in carrying out a county's authority to provide fire protection, furnishes fire protection to a county resident, who lives outside the municipalities in the county, is considered to be the act of an agent of the County.
- 2.6 It is further agreed that in the performance of all obligations under taken by this Agreement, the VFD has the right to supervise, manage, control and direct the performance of fire protection, firefighting, and assistance of emergency medical services. However, the County Fire Marshal shall maintain and coordinate the work of the various fire-fighting and fire prevention units in the unincorporated area of the county per incident.
- 2.7 The VFD agrees to utilize the County's online reporting system to document all service provided under this Agreement. County reserves the right to perform an audit of all books and records of the VFD as they may relate to the performance of this Agreement at any time. The VFD shall maintain accurate records at all times. Upon ten days' notice, the VFD shall provide County reasonable access to VFD's records to verify conformance to the terms of this Agreement.

SECTION THREE INDEMNIFICATION

To the extent permitted by law and except where otherwise noted herein, the VFD agrees to save and hold the County harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the VFD performed under this Agreement. To the extent permitted by law, the County agrees to save and hold the VFD harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the County performed under this Agreement.

SECTION FOUR
LIABILITY

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 FIVE
PAYMENTS FROM CURRENT REVENUES

All payments by a party for services must be made from current revenues available to such party.

SECTION SIX
FAIR COMPENSATION

All payments made by one party to the other party for the performance of governmental functions or services is in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

SECTION SEVEN
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 will 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 EIGHT
ENTIRE AGREEMENT; REQUIREMENT OF WRITING

- 8.1 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.
- 8.2 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.
- 8.3 No party hereto may make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto.

SECTION NINE
APPLICABLE LAW

- 9.1 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas, except with regard to choice of law provisions.
- 9.2 Venue for the litigation of any dispute arising out of this Agreement shall be in Fort Bend County, Texas, and in no other location.

SECTION TEN
COMPLIANCE WITH LAWS AND REGULATIONS

Both parties will 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 constitutes a material breach of this Agreement, and entitles either party to terminate this Agreement immediately upon delivery of written notice to the other party.

SECTION ELEVEN
NOTICES

- 11.1 All notices required or permitted hereunder must be in writing and will be deemed delivered on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address below or at such other address as the other party may have theretofore prescribed by notice to the sending party.
- 11.2 Either party may change its respective addresses by providing at least fifteen (15) days written notice to the other party.
- 11.3 Notice to the VFD shall be sent to:
 - Fresno Volunteer Fire Department
 - Attention: Fire Chief
 - 4525 FM 521
 - Fresno, TX 77545

- 11.4 Notice to the County shall be sent to:
 - Fort Bend County
 - 401 Jackson
 - Richmond, Texas 77469
 - Attention: County Judge

With a copy to:
Fort Bend County Fire Marshal
1521 Eugene Heimann Circle #114
Richmond, TX 77469
- 11.5 The parties may change their respective addresses and each may specify as its address any other address by providing at least fifteen (15) days written notice to the other party.

SECTION TWELVE
EXECUTION

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 7 day of Oct, 2017.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

10-7-14
Date

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

10-7-14
Date



Reviewed:

Mark Catron MARK CATRON
Fort Bend County Fire Marshal

VFD

Chris Terry
Signature

9/17/14
Date

Chris Terry
Printed Name

9/17/14
Date

Reviewed:

Chris Terry
Fire Chief

/MTR/2014agreements/fire runs 09 05 2014

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

EXHIBIT B



September 2, 2015

Michael Gutierrez
Arcola Fresno Advisory Council
Fort Bend County
1517 Eugene Heimann Circle, Suite 300
Richmond, Texas 77469

RE: Fresno Fire Station Attendant Funding

Dear: Commissioner Morrison, Precinct 1:

First, I want to thank you for your continued support of the station day attendant project. This program has been a great benefit to the community since it provides immediate response capability during weekday normal business hours to the various incidents without having to wait for neighboring fire departments mutual aid response. The weekday normal business hours are the department's most venerable time due to the fact most members are at their personal jobs.

Therefore, we are submitting another request to fund the project another year, for the period of October 2015 through September 2016. We are requesting the same amount as submitted last year, \$37,417.80.

Thank you very much for your extremely important continued assistance.

If you have any questions, please feel free to contact me.

Regards,

Paul Hamilton

Board of Directors

PO Box 185

(281) 731-5842

Fresno, Texas 77545

EXHIBIT B
2016-2017 Request Letter



August 31, 2016

Michael Gutierrez
Arcola Fresno Advisory Council
Fort Bend County
1517 Eugene Heimann Circle, Suite 300
Richmond, Texas 77469

RE: Fresno Fire Station Attendant Funding

Dear: Commissioner Morrison, Precinct 1:

First, I want to thank you for your continued support of the station day attendant project. This program has been a great benefit to the community since it provides immediate response capability during weekday normal business hours to the various incidents without having to wait for neighboring fire departments mutual aid response. The weekday normal business hours are the department's most venerable time due to the fact most members are at their personal jobs.

Therefore, we are submitting another request to fund the project another year, for the period of October 2016 through September 2017. We are requesting the same amount as submitted last year, \$37,418.

Thank you very much for your extremely important continued assistance.

If you have any questions, please feel free to contact me.

Regards,

Paul Hamilton

Board of Directors

PO Box 185

(281) 731-5842

Fresno, Texas 77545