

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
CITY OF SUGARLAND FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY

This FIRST AMENDMENT of the INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF SUGARLAND FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and CITY OF SUGARLAND (hereinafter referred to as "City").

RECITALS

WHEREAS, on or about December 9, 2014, the Parties entered into the AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF SUGARLAND FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

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

I. Amendments

A. Section 2.3 is amended as follows:

2.3 County shall compensate CITY as follows:

a. County shall remit the following compensation to CITY for services provided:

1. Services provided through September 30, 2017: County agrees to pay CITY an Annual Payment of \$218,500.00 for services provided under Section 2.2 of this Agreement.
2. Services provided beginning October 1, 2017: County agrees to pay CITY an Annual Payment of \$ 102,000.00 for services provided under Section 2.2 of this Agreement; unless this amount is modified in accordance with Section 2.3(c) of this Agreement.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

CITY OF SUGARLAND

By: _____

Name: Joe Zimmerman

Title: Mayor

Date: September 19, 2017

ATTEST:

Alisa Kunderman
City Secretary

Date: September 19, 2017

Attachments:

EXHIBIT ONE: INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF SUGARLAND FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY

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 contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT ONE:

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
CITY OF SUGARLAND FOR
FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

AS ATTACHED TO:

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
CITY OF SUGARLAND FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

extinguishing fires in the area designated in this Agreement; furnishing firefighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing firefighting personnel, equipment and supplies to protect persons and property which are endangered by fires; provided that the above described personnel, equipment and supplies are not otherwise engaged in firefighting.

- 2.3 County shall compensate CITY as follows:
- a. County agrees to pay CITY an Annual Payment of \$218,500 for services provided under Section 2.2 of this Agreement.
 - b. The Annual Payment shall be made in one lump sum to CITY, no later than December 31, of each year.
 - c. Rate of compensation for automatic renewals shall remain the amount stated in Section 2.3(a) unless CITY is otherwise notified by County prior to October 1 of each year.
- 2.4 The CITY shall observe and comply with all Federal, State, County and CITY 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 County's authority to provide fire protection, furnishes fire protection to a county resident who lives outside the municipalities in the county, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the county. Additionally, County agrees that CITY is not liable for the act of its employee in fighting fires outside the municipality under this contract.
- 2.6 It is further agreed that in the performance of all obligations under taken by this agreement, the CITY 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 CITY 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 CITY as they may relate to the performance of this Agreement at any time. CITY shall maintain accurate records at all times. Upon ten days' notice, CITY shall provide County reasonable access to City'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 CITY 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 CITY performed under this Agreement. To the extent permitted by law, the County agrees to save and hold the CITY 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 the performance of governmental functions or 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 contract, and entitles either party to terminate this contract immediately upon delivery of written notice to the other party.

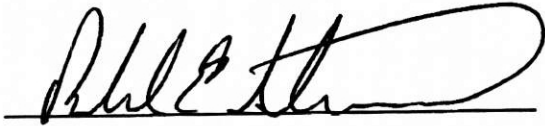
SECTION ELEVEN
NOTICES

- 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 CITY shall be sent to:
Sugar Land Fire Department
P. O. Box 110
Sugar Land, TX 77478
- 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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 218,500.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor