STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO
AGREEMENT BETWEEN FORT BEND COUNTY AND
FAIRCHILDS VFD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY

This FIRST AMENDMENT of the AGREEMENT BETWEEN FORT BEND COUNTY AND FAIRCHILDS VFD 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 FAIRCHILDS VFD (hereinafter referred to as "VFD ").

RECITALS

WHEREAS, on or about October 7, 2014, the Parties entered into the AGREEMENT BETWEEN FORT BEND COUNTY AND FAIRCHILDS VFD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY which is 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 VFD agree as follows:

I. Amendments

A. Section 2.3 is amended as follows:

2.3 County shall compensate VFD as follows:

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

1. Services provided through September 30, 2018: County agrees to pay VFD an Annual Payment of $ 45,000.00 for services provided under Section 2.2 of this Agreement.
2. Services provided beginning October 1, 2018: County agrees to pay VFD an Annual Payment of $ 55,000.00 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

ATTEST:

Date: _____

_____
Laura Richard, County Clerk

VFD

By: Fairchild VFD

Name: Joshua Shed

Title: Fire chief

Date: 9-18-18

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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THE STATE OF TEXAS §

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COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY AND FAIRCHILDS VOLUNTEER FIRE DEPARTMENT FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY

THIS Agreement for Fire Services ("Agreement") is entered into by and between County of Fort Bend by and through the Fort Bend County Fire Marshal (hereinafter referred to as "County") and **Fairchilds Volunteer Fire Department** (hereinafter referred to as "VFD").

WHEREAS, Fairchilds Volunteer Fire Department is an incorporated volunteer fire department located in Fort Bend County, and

WHEREAS, the Texas Local Government Code, 352.001 authorizes County to enter into an agreement with an incorporated volunteer fire department to provide fire protection to an area of the county that is located outside the municipalities in the county.

NOW, THEREFORE, it is mutually agreed by the Parties hereto to enter into this Agreement upon the following terms:

SECTION ONE
TERM

1.1 The term of this agreement shall be from **October 1, 2014** and continuing through **September 30, 2015.**

1.2 This Agreement shall automatically renew each October 1, for additional one year terms unless terminated by either party.

1.3 Renewals will be on the same terms and conditions set forth herein, except for the rate of compensation which is subject to annual review and recalculation by County.

1.4 Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

SECTION TWO
FIRE CALLS IN UNINCORPORATED FORT BEND COUNTY

2.1 During the term of this agreement, the VFD agrees to furnish fire protection, firefighting, and assistance and assistance in emergency medical services to the unincorporated surrounding areas in Fort Bend County.

2.2 It is hereby agreed and understood that the fire protection, firefighting and assistance in emergency medical services to be furnished by the VFD under this agreement shall include, but not be limited to, the following: Answering all calls for help and assistance in 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 VFD as follows:

a. County agrees to pay VFD an Annual Payment of $45,000.00 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
INDEMNFICATION

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:

Fairchilds Volunteer Fire Department
Chief Richard Ernest
8715 Fairchilds Road
Richmond, Texas 77469

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, 2014.

FORT BEND COUNTY

Robert E. Hebert, County Judge — Date: 10-7-14

ATTEST:

Dianne Wilson, County Clerk — Date: 10-7-14

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

Reviewed:

MARK FLEXTHOUSE
Fort Bend County Fire Marshal

VFD

Signature — Date: 9-19-14

Josh Shed
Printed Name — Date: 9-19-14

Reviewed:

Richard G. Ernest
Fire Chief

/MTR/2014agreements/fire runs 09.05.2014

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $45,000.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor