

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEAN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR FIRE CODE INVESTIGATIONS
BETWEEN THE CITY OF MEADOWS PLACE AND FORT BEND COUNTY**

This *Interlocal Agreement for Fire Code Investigations between the City of Meadows Place and Fort Bend County* (the "**Interlocal Agreement**"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code and Section 352.019 of the Texas Local Government Code, between **Fort Bend County** ("**COUNTY**"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **City of Meadows Place** (the "**LOCAL GOVERNMENT**"), a Type A General Law municipality organized under the laws of the State of Texas and located in Fort Bend County, acting by and through its City Council. The **COUNTY** and **LOCAL GOVERNMENT** may each be referred to individually as a "**Party**" and, collectively, as the "**Parties.**"

In consideration of the foregoing and further consideration of the mutual promises, covenants, and conditions herein, the parties hereby agree to as follows:

RECITALS

This Interlocal Agreement is made by and between **Fort Bend County** ("**COUNTY**"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and **City of Meadows Place, Texas**, ("**LOCAL GOVERNMENT**") each eligible contracting governmental entities under the Texas Interlocal Cooperation Act.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services; and

WHEREAS, **COUNTY** and **LOCAL GOVERNMENT** enter into this Interlocal Agreement in order to increase the efficiency and effectiveness of their local governments in the performance of fire protection; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, **COUNTY** and **LOCAL GOVERNMENT** agree to the terms and conditions stated in this Interlocal Agreement:

I. Scope of Services

- A. The purpose of this Interlocal Agreement is to provide for fire investigation services within **LOCAL GOVERNMENT's** city limits that are also inside **COUNTY**. **COUNTY** will make its Fire Marshal and staff available for Services, as that term is defined herein, at the sole discretion of the **COUNTY's** Fire Marshal.
- B. The County Fire Marshal shall conduct fire investigations and enforce orders and decrees within the **LOCAL GOVERNMENT** as provided in Texas Local Government Code Section 352.109, the 2021 International Fire Code, related Local Amendments and the Fort Bend County Fire Code

II. Duration of Agreement

This Interlocal Agreement is effective as of the date signed by the Parties until midnight on **September 30, 2023**, and automatically renewing each October 1 for a one year term under the same terms and conditions. It is expressly understood and agreed to by the Parties that the period or term of this Interlocal Agreement may be terminated, without cause, at any time, by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given to the other party by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

III. Compensation

- C. At **LOCAL GOVERNMENT's** sole expense, **LOCAL GOVERNMENT** shall furnish the labor, equipment, and materials necessary to perform its responsibilities under this Interlocal Agreement. **LOCAL GOVERNMENT** will provide all appropriate supervisory personnel necessary to coordinate the efforts of **COUNTY** and **LOCAL GOVERNMENT** personnel. No other compensation shall issue for services performed pursuant to this Interlocal Agreement.
- D. The Parties agree that the amount stated above is fair compensation for services or functions performed under the this Interlocal Agreement and that any funds required of a party for the performance of governmental functions or services will make those payments from current revenues available to the Party.

IV. Relationship of Parties

- A. The Parties agree that, in performing the Services specified in this Interlocal Agreement, that each Party is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help, or any other person operating under this Interlocal Agreement shall be considered an agent or employee of the other Party and neither Party shall be entitled to participate in any pension or other benefits that the other Party provides its employees.

- B. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Interlocal Agreement.

V. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested, to the address provided herein.

Notice to **COUNTY** shall be sent to:

Fort Bend County
Attn: County Judge
401 Jackson, 3rd Floor
Richmond, Texas 77469

With copy to:

Fort Bend County
Attn: Fire Marshal
401 Jackson
Richmond, Texas 77469

Notice to **LOCAL GOVERNMENT** shall be sent to:

City of Meadows Place
Attn: Mayor
1 Troyan Drive
Meadows Place, TX 77477

- B. Each party may change the address for notice by giving notice of such change in accordance with the provisions of this paragraph.

VI. Insurance

- A. **LOCAL GOVERNMENT** shall furnish certificates of insurance to **COUNTY** evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of **LOCAL GOVERNMENT**, name of the insurance company, policy number, term of coverage, and limits of coverage. The **LOCAL GOVERNMENT** shall cause its insurance companies to provide **COUNTY** with at least thirty (30) days' prior written notice of any reduction in the limit of liability coverage by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Interlocal Agreement. **LOCAL GOVERNMENT** shall obtain such insurance written on an Occurrence Form from such companies having a Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (i) Workers' Compensation insurance in accordance with the laws of the State of Texas, or the state of hire of or location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 per each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- (ii) **LOCAL GOVERNMENT** agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate, and such policy shall include contractual liability coverage.
- (iii) Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 per each occurrence, combined single limit, for Bodily Injury and Property Damage combined.

B. **COUNTY** and the members of Commissioners Court of Fort Bend County shall be named as additional insureds to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of **LOCAL GOVERNMENT** shall contain a waiver of subrogation in favor of **COUNTY** and the members of its Commissioners Court. **LOCAL GOVERNMENT** warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Interlocal Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that Services under this Interlocal Agreement are completed.

VII. Indemnification

To the extent allowed by law, the **LOCAL GOVERNMENT** agrees to promptly defend, indemnify, and hold **COUNTY** harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from, the negligent or willful act or omissions of the **LOCAL GOVERNMENT** and its agents, officers, and employees in the performance of Services pursuant to this Interlocal Agreement.

VIII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

IX. Miscellaneous Provisions

- A. This executed instrument is understood and intended to be the final expression of the Parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the Parties relating to the subject matter of this Interlocal Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.
- B. The laws of the State of Texas govern all disputes arising out of or relating to this Interlocal Agreement. The Parties acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Interlocal Agreement and hereby waive the right to sue or be sued elsewhere. Nothing in this Interlocal Agreement shall be construed to waive the County's sovereign immunity.
- C. No assignment of this Interlocal Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party.
- D. The undersigned officer or agents of the Parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Interlocal Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The Parties to this Interlocal Agreement do not intend by this Interlocal Agreement that any specific third-party may obtain a right by virtue of the execution of performance of this Interlocal Agreement.
- F. In the event that any one or more of the terms, provisions, or conditions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions, or conditions; and, the Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision, or condition had never been contained in it.

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

FORT BEND COUNTY

CITY OF MEADOWS PLACE

KP George, *County Judge*

Charles Jessup IV

Charles Jessup, *Mayor*

DATE

06/27/2023

DATE

ATTEST:

ATTEST:

Laura Richard, *County Clerk*

Courtney Rutherford

Courtney Rutherford, *City Secretary*



Reviewed by:

[Signature]

Justin Jurek
Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount sufficient to accomplish and pay the obligations of Fort Bend County (if any) under this Interlocal Agreement.

Ed Sturdivant, *Fort Bend County Auditor*

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