



STATE OF TEXAS
COUNTY OF FORT BEND
SITE USE AGREEMENT

This Amended Agreement is made and entered into between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioner's Court ("County"), and The City of Rosenberg to provide the Fort Bend County Emergency Operation Center as a Continuity Of Operations Plan (CCOP) Site area to Rosenberg Dispatch, it's personnel, during an emergency or disaster.

Pursuant to this Agreement, Fort Bend County grants Rosenberg Dispatch the non-exclusive right to use the area of the Fort Bend County Emergency Operation Center, commonly known as the Training or Conference Room areas, in the event that a storm strikes, dispatch center is compromised, or threatens to strike the City of Rosenberg.

Both parties agree that during an emergency requiring the use of the above-referenced property contained in or on the Fort Bend County Emergency Operation Center, the Director of the Fort Bend County Office of Emergency Management ("Director"), or his/her designee retains the authority to resolve concurrent claims by multiple parties to the use of the property described above. This authority includes the authority to assign the exclusive use of any portion of the property to one party as the Director or his/her designee deems necessary.

Rosenberg shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse for any supplies that Rosenberg may use in the conduct of its relief activities in said disaster. Rosenberg agrees to fully reimburse the County for any damage to the facilities caused or occasioned by the use of said facilities by Rosenberg Dispatch under the terms of this Agreement.

Rosenberg agrees to accept the facilities of the Fort Bend County Emergency Operation Center, including the buildings thereon, in the condition in which they exist when the request for use is made, without any representations, statements, warranties, express or implied, in

respect to their condition, for the use of occupation that may be made of the facility by Rosenberg Dispatch, and in no event shall County be liable for any defects therein. Rosenberg also agrees to indemnify and hold harmless the county, its Agents, and Employees from any claims, damages, liabilities, or expenses arising out of Rosenberg Dispatchers' use of the facility, including the buildings, and any act of omission or negligence of Rosenberg Dispatch, its Agents, Invitees or Employees.

Either party may terminate this Agreement at any time by providing thirty (30) days written notice of the intent to terminate the Agreement to the other contracting party.

This Agreement will be effective beginning 11/26/2024 on and ending on 11/25/2026.

By: _____
KP George, County Judge

Date: _____

ATTEST -----
: Laura Richard,
Fort Bend County Clerk

THE CITY OF ROSENBERG,
TEXAS

By: Margaret Taylor Vasquez

Date: 10/16/2024