

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: April 23, 2009

Submitted By: Ann Werlein

Court Date: April 28, 2009

Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

County Judge: Take all appropriate action to approve Interlocal Agreement between Fort Bend County and City of Richmond for purchase assistance of an aerial platform fire truck in the amount of \$450,000. (Fund: Non-Department, Fees)

Agreement/Appointment: YES ✓ NO

Reviewed by County Attorney's Office: YES ✓ NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ✓ NO

Funding Source: FY09 Non Departmental Fees

Requires Auditor to Certify Funds: YES ✓ NO

Instructions for submitting an Agenda Request:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to: (281) 341-8609**

Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

- | | | | |
|---------------------------------------|----------------|----------------|----------------|
| ✓ Auditor | (281-341-3774) | ✓ Comm. Pct. 1 | (281-342-0587) |
| ✓ Budget Officer | (281-344-3954) | ✓ Comm. Pct. 2 | (281-403-8009) |
| ✓ Facilities/Planning | (281-633-7022) | ✓ Comm. Pct. 3 | (281-242-9060) |
| ✓ Purchasing Agent | (281-341-8642) | ✓ Comm. Pct. 4 | (281-980-9077) |
| ✓ Information Technology | (281-341-4526) | ✓ County Clerk | (281-341-8697) |
| <input type="checkbox"/> Other: _____ | | ✓ County Atty | (281-341-4557) |

Recommendation:

(2)

5-1-09 orig. ret. to Ann at Co. Judge

THE STATE OF TEXAS

COUNTY OF FORT BEND

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF RICHMOND, TEXAS ("City"), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Commission.

RECITALS:

WHEREAS, City furnishes fire protection services requiring the use of an aerial platform fire truck within City limits; and

WHEREAS, the use of an aerial platform fire truck is necessary to furnish fire protection services to various County facilities located within City limits; and

WHEREAS, City requires additional funds to purchase a 1998 Pierce Dash 100 foot aerial platform fire truck (the "Aerial Platform Fire Truck") in order to adequately provide fire protection services requiring the use of an aerial platform fire truck to County facilities located within City limits; and

WHEREAS, County wishes to contribute funds to the purchase of the Aerial Platform Fire Truck; and

WHEREAS, City and County believe it is in their best interests to enter into this Agreement to facilitate the provision of services to the citizens of City and County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

ARTICLE I **PURPOSE**

The purpose of this Agreement is for the parties to share in the cost of City's purchase of the Aerial Platform Fire Truck to be owned, housed, operated, staffed, maintained, repaired, and inspected by City for the provision of fire protection services.

ARTICLE II
TERM AND TERMINATION

2.01 This Agreement shall be effective on the date of execution by both parties. The services described in Article III shall be provided for a period of fifteen (15) years from the date City purchases the Aerial Platform Fire Truck.

2.02 Either party may terminate this Agreement by giving 30 days prior written notice of termination to the other party. In the event of termination by City, City will reimburse County thirty thousand and no/100 (\$30,000.00) dollars for each year remaining on the term of the Agreement at the time of termination. Such amount shall be prorated for the remainder of the year in which the Agreement is terminated.

ARTICLE III
CONSIDERATION

As consideration for County's performance under this Agreement, City agrees to furnish fire protection services requiring the use of an aerial platform fire truck to County facilities located within City limits with the Aerial Platform Fire Truck or a similarly equipped aerial platform fire truck for a period of 15 years.

ARTICLE IV
SCOPE OF SERVICES

4.01 County agrees to contribute four hundred and fifty thousand and no/100 (\$450,000.00) dollars to City's purchase of the Aerial Platform Fire Truck. Such funds shall be provided to City within 30 days of receipt of a written request from City. City shall not request such funds until City is ready to purchase the Aerial Platform Fire Truck.

4.02 City agrees to provide twenty-five thousand and no/100 (\$25,000.00) dollars to its purchase of the Aerial Platform Fire Truck. City also agrees to provide one hundred thousand and no/100 (\$100,000.00) dollars for all necessary additional equipment for the Aerial Platform Fire Truck.

4.03 City agrees to purchase and receive title to the Aerial Platform Fire Truck. City shall purchase the Aerial Platform Fire Truck within 30 days of receipt of County funds provided pursuant to Section 4.01. If City fails to purchase the Aerial Platform Fire Truck within this time period, City shall immediately return all County funds provided pursuant to Section 4.01 to County.

4.04 City shall be responsible for the housing, operation, staffing, maintenance, repair, and inspection of the Aerial Platform Fire Truck.

ARTICLE V
INSURANCE AND LIABILITY

5.01 City and County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann. which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self insured for all claims falling within the Texas Tort Claims Act.

5.02 City agrees to provide adequate insurance coverage on the Aerial Platform Fire Truck to provide for the repair or replacement of the Aerial Platform Fire Truck in the event that it is damaged or destroyed.

5.03 City and County agree that the Aerial Platform Fire Truck will be made available to provide fire protection services within the Corporate Limits of Richmond and other Cities, Towns and Villages, as well as the unincorporated areas of Fort Bend County. It is specifically provided that the acts of any person or persons while fighting fires, traveling to or from fires, or in any manner furnishing fire protection to the citizens of a county outside the City Limits of any City, Town or Village, shall be considered as acts of agents of the citizens' county in all respects, notwithstanding such person or persons may be regular employees or firemen of a City, Town or Village. As may or may not be applicable to this particular agreement, no City, Town or Village within a County and/or adjoining Counties shall be held liable for the acts of any of its employees while engaged in fighting fires outside the City Limits (Section 352.004 of the Texas Local Government Code). It is understood that the County will be liable on an individual basis for any equipment damage or replacement under statutory provision Local Government Code Chapter 352.001, 352.004, A.G. JM 748 and Court Interpretations of payment under separate agreements by subdivisions.

ARTICLE VI
MISCELLANEOUS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

6.02 Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

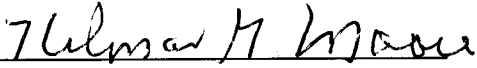
6.03 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.04 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.05 This Agreement cannot be assigned by either party.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE.

CITY OF RICHMOND, TEXAS



By: Hilmar G. Moore, Mayor

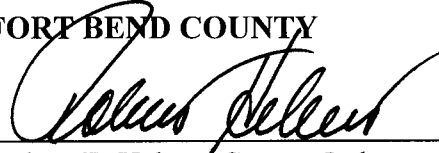
Date: _____

ATTEST/SEAL:



Mona Matak, City Secretary

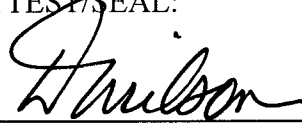
FORT BEND COUNTY



Robert E. Hebert, County Judge

Date: 4-28-09

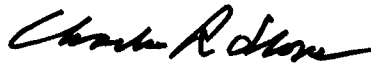
ATTEST/SEAL:



Dianne Wilson, County Clerk

Reviewed for Legal Compliance:

APPROVED AS TO FORM:



CHARLES R. SLONE, City Attorney