

ARF-1572

REGULAR SESSION AGENDA

12
Fire Marshal

Date: 09/28/2010

Approve renewal Interlocal Agreements for Fire Protection between Fort Bend County and:

Submitted By: Linda Barnes, Fire Marshal

Department: Fire Marshal

Type of Item: Consent

Renewal Agreement/ Yes

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals Y for City of Rosenberg

Y/N?: only

Information

SUMMARY OF ITEM

Approve renewal Interlocal Agreements for Fire Protection between Fort Bend County and: Beasley Volunteer Fire Dept., Community Fire Dept., East Bernard Fire Dept., Fairchilds Volunteer Fire Dept., Fresno Volunteer Fire Dept., Fulshear Volunteer Fire Dept., Needville Volunteer Fire Dept., North East Fort Bend County Volunteer Fire Dept., Orchard Volunteer Fire Dept., Pecan Grove Fire Dept., Pleak Fire Dept., City of Rosenberg, Town of Thompsons, and West I-10 Fire Department.

SPECIAL HANDLING

Rosenberg submitted two originals for signatures.

Attachments

Link: BeasleyVFD

Link: CommunityFD

Link: East BernardFD

Link: FairchildsVFD

Link: FresnoVFD

Link: FulshearVFD

Link: NeedvilleVFD

Link: NorthEastFBCVFD

Link: OrchardVFD

Link: Pecan GroveFD

Link: PleakFD

Link: City of Rosenberg (2)

Link: Town of Thompsons

Link: West I-10FD

10-6-10 1 orig. each ret. to Laura at CO Attorney
2 orig. Rosenberg ret. to Laura

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND BEASLEY VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Beasley Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

County agrees to pay **Fire Department** the established amount determined by the formula set forth below for fire protection, fire fighting and assistance in providing emergency medical services to the unincorporated surrounding areas:

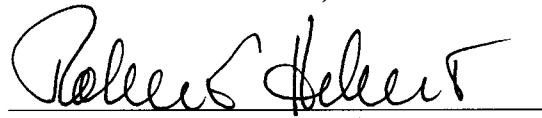
$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:



Robert E. Hebert, County Judge

Date:

9-28-2010

ATTEST:



Dianne Wilson, County Clerk

**BEASLEY VOLUNTEER
FIRE DEPARTMENT**

By:



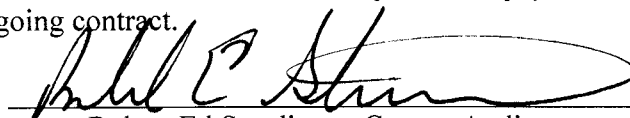
Fire Chief

Date:

8-30-10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.



Robert Ed Sturdivant, County Auditor

MTR/nm:Fire Marshal.2011Mutual Aid: 1015- (08/19/10)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND COMMUNITY FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and **Community Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC.; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

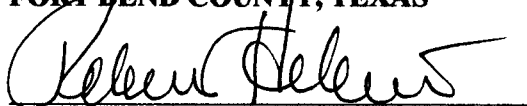
X.

The **County** agrees to pay the **Fire Department** \$450.00 per year for services provided pursuant to this Agreement.

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:



Robert E. Hebert, County Judge

Date:

9-28-2010

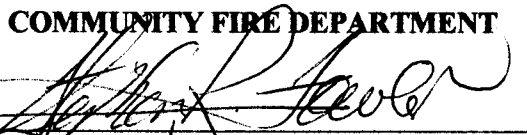
ATTEST:



Dianne Wilson, County Clerk

COMMUNITY FIRE DEPARTMENT

By:



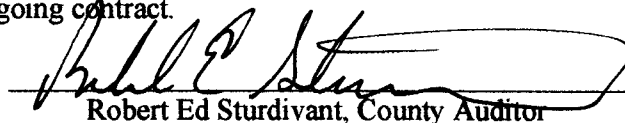
Fire Chief

Date:

September 10, 2010

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.



Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND EAST BERNARD FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **East Bernard Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012**, and continuing thereafter until terminated by a party. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

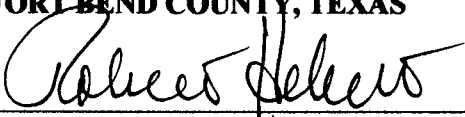
X.

The **County** agrees to pay the **Fire Department** \$450.00 per year for services provided pursuant to this Agreement.

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS


By:


Robert E. Hebert, County Judge

Date:

9-28-2010

ATTEST:


Dianne Wilson, County Clerk

EAST BERNARD FIRE DEPARTMENT

By:

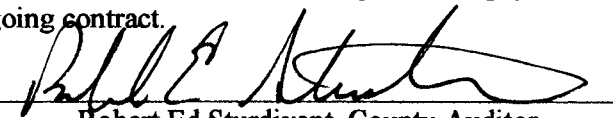

Fire Chief

Date:

9-1-10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.


Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND FAIRCHILDS VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Fairchilds Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010 until September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

County agrees to pay **Fire Department** the established amount determined by the formula set forth below for fire protection, fire fighting and assistance in providing emergency medical services to the unincorporated surrounding areas:

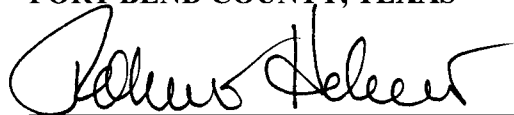
$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:

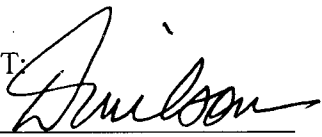


Robert E. Hebert, County Judge

Date:

9-28-2010

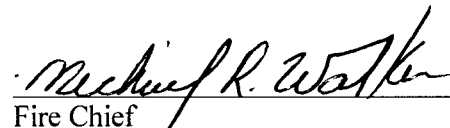
ATTEST:



Dianne Wilson, County Clerk

**FAIRCHILDS VOLUNTEER
FIRE DEPARTMENT**

By:


Fire Chief

Date:

9-1-10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.



Robert Ed Sturdivant, County Auditor

MTR/nm:Fire Marshal.2011Mutual Aid: 1015- (08/19/10)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND FRESNO VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Fresno Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010 until September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

County agrees to pay **Fire Department** the established amount determined by the formula set forth below for fire protection, fire fighting and assistance in providing emergency medical services to the unincorporated surrounding areas:

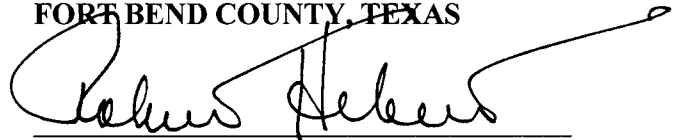
$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:

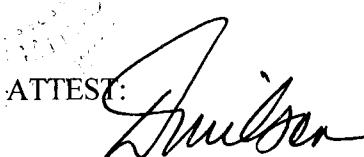


Robert E. Hebert, County Judge

Date:

9-28-2010

ATTEST:


Dianne Wilson, County Clerk

**FRESNO VOLUNTEER
FIRE DEPARTMENT**

By:



Fire Chief

Date:

8/24/10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.


Robert Ed Sturdivant, County Auditor

MTR/nm:Fire Marshal.2011Mutual Aid: 1015- (08/19/10)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND FULSHEAR VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Fulshear Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010 until September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

The **County** agrees to pay the **Fire Department** \$450.00 per year for services provided pursuant to this Agreement.

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:

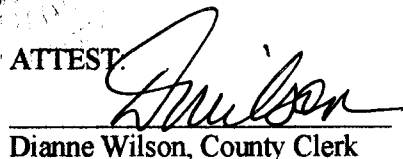


Robert E. Hebert, County Judge

Date:

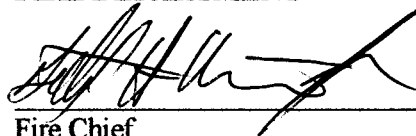
9-28-2010

ATTEST


Dianne Wilson, County Clerk

**FULSHEAR VOLUNTEER
FIRE DEPARTMENT**

By:




Fire Chief

Date:

9-8-10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.


Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND NEEDVILLE VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Needville Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

County agrees to pay **Fire Department** the established amount determined by the formula set forth below for fire protection, fire fighting and assistance in providing emergency medical services to the unincorporated surrounding areas:

$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County Judge

Date: _____

9-28-2010

ATTEST: _____

Dianne Wilson, County Clerk

**NEEDVILLE VOLUNTEER
FIRE DEPARTMENT**

By: _____

Fire Chief

Date: _____

8/24/10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.

Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
NORTH EAST FORT BEND COUNTY VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **North East Fort Bend County Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012**, and **continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

The County agrees to pay the **Fire Department** \$450.00 per year for services provided pursuant to this Agreement.

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS


By:


Robert E. Hebert, County Judge

Date:

9-28-2010

ATTEST:


Dianne Wilson, County Clerk

**NORTH EAST FORT BEND COUNTY
VOLUNTEER FIRE DEPARTMENT**

By:


Fire Chief

Date:

9/1/10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.


Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
ORCHARD VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Orchard Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012**, and **continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

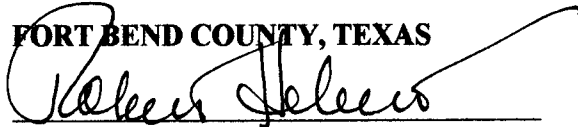
X.

The **County** agrees to pay the **Fire Department** \$450.00 per year for services provided pursuant to this Agreement.

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS


By:


Robert E. Hebert, County Judge

Date:

9-28-2010

ATTEST:


Dianne Wilson, County Clerk

**ORCHARD VOLUNTEER
FIRE DEPARTMENT**

By:

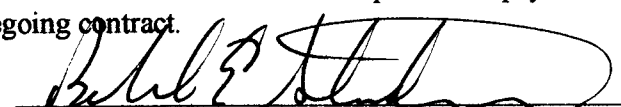

Fire Chief

Date:

9/11/10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.


Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND PECAN GROVE FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Pecan Grove Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

County agrees to pay **Fire Department** the established amount determined by the formula set forth below for fire protection, fire fighting and assistance in providing emergency medical services to the unincorporated surrounding areas:

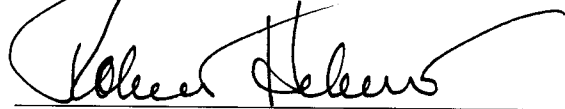
$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:




Robert E. Hebert, County Judge

Date:

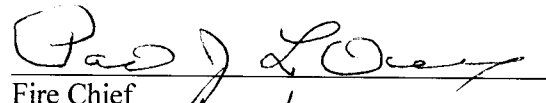
9-28-2010

ATTEST:


Dianne Wilson, County Clerk

**PECAN GROVE
FIRE DEPARTMENT**

By:



Fire Chief

Date:

8/26/10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.


Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND PLEAK FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Pleak Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

County agrees to pay **Fire Department** the established amount determined by the formula set forth below for fire protection, fire fighting and assistance in providing emergency medical services to the unincorporated surrounding areas:

$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County Judge

Date: _____

9-28-2010

ATTEST: _____

Dianne Wilson, County Clerk

PLEAK FIRE DEPARTMENT

By: _____

Fire Chief

Date: _____

8-31-10

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.

Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND THE CITY OF ROSENBERG**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **City of Rosenberg**, hereinafter referred to as "**City**".

WITNESSETH:

WHEREAS, the **City** and the **County** desire to cooperate with each other in fire protection, fire fighting, and in emergency medical services; and

WHEREAS, the Fire Department desires to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **City** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **City** and **County** desire compliance with the Americans with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants and conditions herein **City** and **County** hereby agree as follows:

I.

During the term of this agreement, the Fire Department agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **City** for fire protection, fire fighting, and emergency medical assistance provided by the Fire Department to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the Fire Department 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The Fire Department 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations undertaken by this agreement, the Fire Department has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the Fire Department for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the Fire Department or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The Fire Department agrees to deliver to the Fire Marshal, authorization of the Fire Department, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The Fire Department agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the Fire Department as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the Fire Department submitting report.

X.

County agrees to pay **City** the established amount determined by the formula set forth below for

fire protection, fire fighting and assistance in providing emergency medical services to the unincorporated surrounding areas:

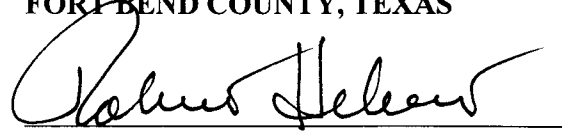
$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:



Robert E. Hebert, County Judge

Date:

9-28-2010

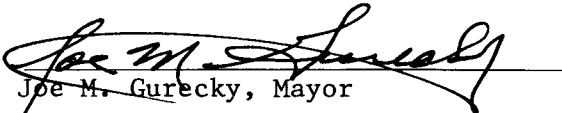
ATTEST:



Dianne Wilson, County Clerk

CITY OF ROSENBERG

By:



Joe M. Gurecky, Mayor

Date:

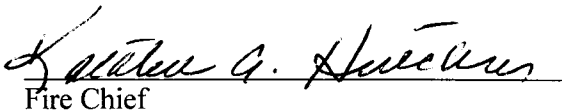
ATTEST:



Linda Cernosek
City Secretary

ROSENBERG FIRE DEPARTMENT

By:



Kathleen G. Hutton
Fire Chief



Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.



Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND THE TOWN OF THOMPSONS**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **Town of Thompsons**, hereinafter referred to as "**Town**".

WITNESSETH:

WHEREAS, the **Town** and the **County** desire to cooperate with each other in fire protection, fire fighting, and in emergency medical services; and

WHEREAS, the Fire Department desires to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Town** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Town** and **County** desire compliance with the Americans with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants and conditions herein **Town** and **County** hereby agree as follows:

I.

During the term of this agreement, the Thompsons Fire Department, hereinafter referred to as "Fire Department", agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Town** for fire protection, fire fighting, and emergency medical assistance provided by the Fire Department to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012, and continuing thereafter until terminated by a party**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the Fire Department 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 fire fighting personnel, equipment and supplies to fight

all fires; and answering all calls and personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The Fire Department shall observe and comply with all Federal, State, County and Town 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 limits of any city, town, or village, shall be considered as the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations undertaken by this agreement, the Fire Department has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the Fire Department for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the Fire Department or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Town** agrees to deliver to the Fire Marshal, authorization of the **Town** to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The Fire Department agrees to furnish to the **County**, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the Fire Department as may be requested by **County**. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the Fire Department submitting report.

X.

County agrees to pay **Town** the established amount determined by the formula set forth below for fire protection, fire fighting and assistance in providing emergency medical services to the

unincorporated surrounding areas:


$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

a = Number of county fire calls made by department b = Number of county EMS calls made by department
c = Total number of fire calls made in unincorporated portion of county d = Total number of EMS calls made in unincorporated portion of county

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

By:



Robert E. Hebert, County Judge

Date:

9-28-2010

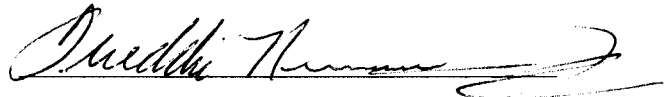
ATTEST:



Dianne Wilson, County Clerk

TOWN OF THOMPSONS

By:



Date:

8-26-10

ATTEST:

Mary Ann Manna
Secretary

THOMPSONS FIRE DEPARTMENT

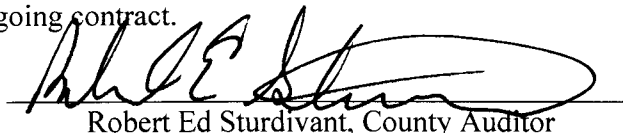
By:



Fire Chief

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.



Robert Ed Sturdivant, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND WEST I-10 FIRE DEPARTMENT**

This Interlocal Agreement is entered into between the **County of Fort Bend**, hereinafter referred to as "**County**" and the **West I-10 Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called "**Fire Department**", providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the **Fire Department**.

WITNESSETH:

WHEREAS, the **County** and the **Fire Department** desire to cooperate with each other in fire protection, fire fighting, and assistance in emergency medical services; and

WHEREAS, the **County** and the **Fire Department** desire to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and

WHEREAS, the governing body of the **County** has duly authorized this agreement; and

WHEREAS, the **Fire Department** and the **County** desire compliance with the American with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

NOW, THEREFORE, in consideration of the foregoing and further consideration of mutual promises, covenants, and conditions herein the **County** and **Fire Department** agree as follows:

I.

During the term of this agreement, the **Fire Department** agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **Fire Department** for fire protection, fire fighting, and emergency medical assistance provided by the **Fire Department** to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2010** until **September 30, 2012**, and continuing thereafter until terminated by a party. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the **Fire Department** 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 fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting 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 fire fighting.

V.

The **Fire Department** 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.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. 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 the acts of agents of the 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 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.

VII.

It is further agreed that in the performance of all obligations under taken by this agreement, the **Fire Department** has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the **Fire Department** for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the **Fire Department** or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The **Fire Department** agrees to deliver to the Fire Marshal, authorization of the **Fire Department**, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The **Fire Department** agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort

Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the **Fire Department** as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the **Fire Department** submitting report.

X.

The **County** agrees to pay the **Fire Department** \$450.00 per year for services provided pursuant to this Agreement.

This agreement shall be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS


By:


Robert E. Hebert, County Judge

Date:

9-28-2010

ATTEST:


Dianne Wilson, County Clerk

WEST I-10 FIRE DEPARTMENT

By:

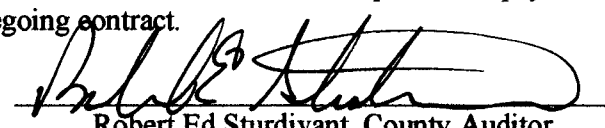

Fire Chief

Date:

9-1-2010

Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.


Robert Ed Sturdivant, County Auditor