

ARF-1830

**REGULAR SESSION AGENDA**

**Date: 10/26/2010**

**Approve renewal Interlocal Agreement for Fire Protection**

**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** N

**Y/N?:**

~~Item # 02.0~~

**Fire Marshal**

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**Information**

**SUMMARY OF ITEM**

Approve renewal Interlocal Agreement for Fire Protection between Fort Bend County and the City of Sugar Land.

**SPECIAL HANDLING**

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**Attachments**

Link: Sugar Land

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114-10 orig. ret. to Linda at Fire Marshal

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT BETWEEN  
FORT BEND COUNTY AND THE CITY OF SUGAR LAND**

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

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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:

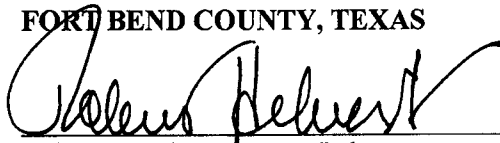
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$$\frac{a+(b/4.5) \times 100}{c+(d/4.5)} = \text{Percentage for payment}$$

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

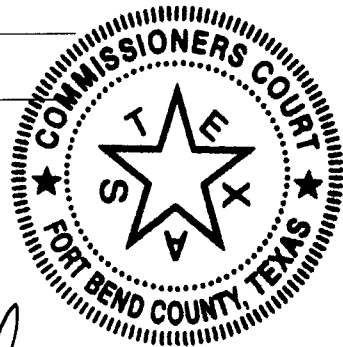
This agreement shall be effective on the date signed by the last party hereto.

**FORT BEND COUNTY, TEXAS**

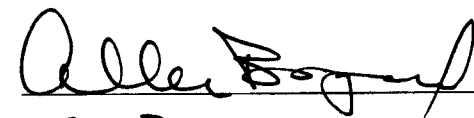
By:   
Robert E. Hebert, County Judge

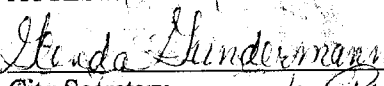
Date: 10-26-2010

ATTEST:   
Dianne Wilson, County Clerk




**CITY OF SUGAR LAND**

By:   
Date: 9-30-10

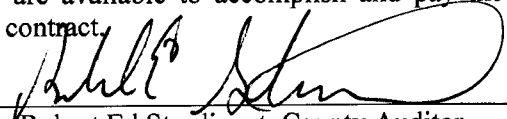
ATTEST:   
City Secretary *by [Signature]*

**SUGAR LAND 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