

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**AGREEMENT FOR PROFESSIONAL SERVICES  
 FORT BEND COUNTY INTERIM FIRE MARSHAL**

This Agreement is entered into by and between Fort Bend County a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, (hereinafter referred to as "County") and VANCE T. COOPER, (hereinafter referred to as "Contractor.")

**I.  
 DUTIES**

- 1.01 Contractor hereby contracts with County to serve as the Interim Fire Marshal of Fort Bend County. Contractor shall be charged with providing necessary fire and emergency-related services and advice.
- 1.02 Contractor shall review and analyze fire runs submitted to the County for reimbursement by various fire departments that provide fire suppression in the unincorporated areas of Fort Bend County.
- 1.03 Contractor shall oversee investigations and inspections.
- 1.04 Contractor's duties shall also include:
  - (A) Signing subpoenas and 2001 Letters;
  - (B) Evaluating and processing open records requests;
  - (C) Other activities as determined by the Contractor to be necessary to fulfill the duties and responsibilities of the department.

**II.  
 TERM**

- 2.01 The terms of this Agreement shall commence on January 1, 2013 and shall continue thereafter on a monthly basis until County provides fourteen (14) days written notice of termination to Contractor. Contractor may terminate by providing fourteen (14) days written notice to County.
- 2.02 Contractor shall devote such of his time as is reasonably needed to fulfill the responsibilities and duties of the Interim Fire Marshal of Fort Bend County under the terms of this Agreement.

**III.  
 LICENSE**

Throughout the term of this Agreement, Contractor must maintain the designations of TCLEOSE Master Peace Officer, TCFP Master Arson Investigator, and TCFP Master Fire Inspector.

#### **IV. COMPENSATION**

As consideration for rendering the services of Contractor under the terms of this Agreement, County shall compensate Contractor at the rate of \$39.04 per hour worked, payable in arrears on the last day of each month. Contractor shall submit invoices each month reflecting the total number of hours worked, the hourly rate, and the resulting total amount to be paid to Contractor.

#### **V. INSURANCE**

Throughout the term of this Agreement, County shall obtain and maintain for Contractor, at County's sole cost and expense, a policy of general liability insurance. Such policy shall remain in force at all times during the term of this Agreement and shall provide coverage to Contractor for services provided under this Agreement as Interim Fire Marshal of Fort Bend County, Texas. Any policy provided under this Agreement shall not be applicable for services provided beyond the scope of this Agreement.

#### **VI. INDEPENDENT CONTRACTOR**

It is agreed by the parties that all times and for all purposes hereunder, Contractor is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed as to find Contractor an employee of the County, and Contractor shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting Contractor (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

#### **VII. MISCELLANEOUS**

- 7.01 The services provided by Contractor are exempt from the competitive bidding requirements pursuant to § 262.024(a)(4), Texas Local Government Code.
- 7.02 This Agreement shall be governed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.
- 7.03 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.
- 7.04 Throughout the term of this Agreement the County will provide a vehicle (including fuel and maintenance expense) for the use of Contractor in fulfilling the duties as outlined in Section 1.

7.05 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

Vance T. Cooper  
507 Houston Street  
Wallis, Texas 77485

If to County notice must be sent to:

Fort Bend County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

### VIII. EXECUTION

This Agreement shall become effective on the date executed by County.

**FORT BEND COUNTY**

By: \_\_\_\_\_

Robert Hebert, County Judge

Date: \_\_\_\_\_

1-8-2013

ATTEST:

*Dianne Wilson*

Dianne Wilson, County Clerk

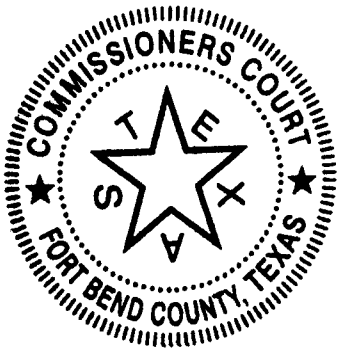
### CONTRACTOR

By: \_\_\_\_\_

Vance T. Cooper

Date: \_\_\_\_\_

12-26-2012



### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 10,000.<sup>00</sup> to pay the obligation of Fort Bend County under and within the foregoing contract.

*Ed Sturdivant*

Ed Sturdivant, Auditor