

THE STATE OF TEXAS                   §

§

COUNTY OF FORT BEND               §

**AGREEMENT BETWEEN FORT BEND COUNTY  
AND FRESNO VOLUNTEER FIRE DEPARTMENT  
FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

THIS Agreement for Fire Services ("Agreement") is entered into by and between County of Fort Bend by and through the Fort Bend County Fire Marshal (hereinafter referred to as "County") and **Fresno Volunteer Fire Department** (hereinafter referred to as "VFD").

WHEREAS, **Fresno Volunteer Fire Department** is an incorporated volunteer fire department located in Fort Bend County, and

WHEREAS, the Texas Local Government Code, 352.001 authorizes County to enter into an agreement with an incorporated volunteer fire department to provide fire protection to an area of the county that is located outside the municipalities in the county.

NOW, THEREFORE, it is mutually agreed by the Parties hereto to enter into this Agreement upon the following terms:

SECTION ONE  
TERM

The term of this agreement shall be from **October 1, 2013** and continuing through **September 30, 2014**. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

SECTION TWO  
FIRE CALLS IN UNINCORPORATED FORT BEND COUNTY

- 2.1 During the term of this agreement, the VFD agrees to furnish fire protection, fire fighting, and assistance and assistance in emergency medical services to the unincorporated surrounding areas in Fort Bend County.
- 2.2 It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the VFD 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.
- 2.3 County agrees to pay the VFD for services provided under Section 2.2 of this Agreement based on the percentage of the fire runs to the unincorporated areas performed by the agency

beginning January 1 through December 31, of the previous calendar year. Payment shall be made in one lump sum, no later than December 31, 2013.

- 2.4 The VFD shall observe and comply with all Federal, State, County and VFD 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.
- 2.5 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 VFD limits of any VFD, town, or village under Section Two of this Agreement, 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 VFD town or village. As may or may not be applicable to this particular Agreement, no VFD, 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 VFD limits (Section 352.004 of the Texas Government Code). It is understood that the County will be liable on an individual basis for any equipment damage or replacement under statutory provision Government Code Chapter 352.001, 352.004, A.G. JM 748 and Court Interpretations of payment under separate agreements by subdivisions.
- 2.6 It is further agreed that in the performance of all obligations under taken by this agreement, the VFD 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 VFD for results only and the County (except the County Fire Marshal) shall have no right at any time to direct or supervise the VFD or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.
- 2.7 The VFD 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 VFD 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 VFD submitting report.
- 2.8 County reserves the right to exclude any month's run totals from calculation for future payment if that month's report is not received in accordance with Section 2.7.

### SECTION THREE INDEMNIFICATION

To the extent permitted by law and except where otherwise noted herein, the VFD agrees to save and hold the County harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the VFD performed under this Agreement. To the extent permitted by law, the County agrees to save and hold the VFD harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the County performed under this Agreement.

#### SECTION FOUR LIABILITY

Neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

#### SECTION FIVE PAYMENTS FROM CURRENT REVENUES

All payments by a party for services must be made from current revenues available to such party.

#### SECTION SIX FAIR COMPENSATION

All payments made by one party to the other party for the performance of governmental functions or services is in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

#### SECTION SEVEN SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it will not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

#### SECTION EIGHT ENTIRE AGREEMENT; REQUIREMENT OF WRITING

- 8.1 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.
- 8.2 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.
- 8.3 No party hereto may make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto.

#### SECTION NINE APPLICABLE LAW

- 9.1 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas, except with regard to choice of law provisions.

- 9.2 Venue for the litigation of any dispute arising out of this Agreement shall be in Fort Bend County, Texas, and in no other location.

SECTION TEN  
COMPLIANCE WITH LAWS AND REGULATIONS

Both parties will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations constitutes a material breach of this contract, and entitles either party to terminate this contract immediately upon delivery of written notice to the other party.

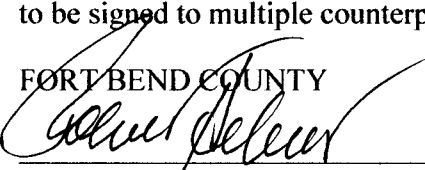
SECTION ELEVEN  
NOTICES

- 11.1 All notices required or permitted hereunder must be in writing and will be deemed delivered on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address below or at such other address as the other party may have theretofore prescribed by notice to the sending party.
- 11.2 Either party may change its respective addresses by providing at least fifteen (15) days written notice to the other party.
- 11.3 Notice to the VFD shall be sent to:
- Fresno Volunteer Fire Department  
Attention: Fire Chief  
4525 FM 521  
Fresno, TX 77545
- 11.4 Notice to the County shall be sent to:
- Fort Bend County  
301 Jackson, Suite 719 Richmond, Texas 77469  
Attention: County Judge
- With a copy to:  
Fort Bend County Fire Marshal  
1521 Eugene Heimann Circle #114  
Richmond, TX 77469
- 11.5 The parties may change their respective addresses and each may specify as its address any other address by providing at least fifteen (15) days written notice to the other party.

SECTION TWELVE  
EXECUTION


IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 10 day of December, 2013.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

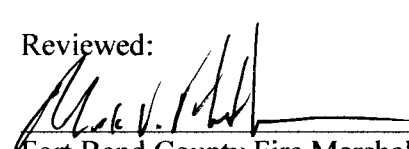
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Date

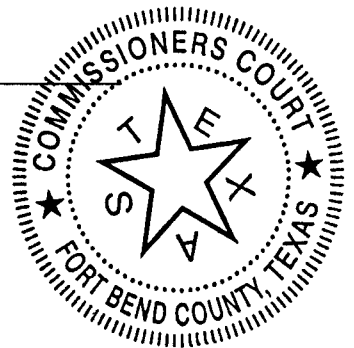
ATTEST:

  
Dianne Wilson, County Clerk

12-10-2013  
Date

Reviewed:


  
Fort Bend County Fire Marshal



VFD

  
Signature

11/19/13  
Date

  
Printed Name

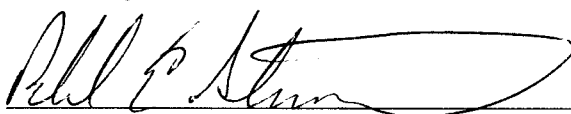
11/19/13  
Date

Reviewed:

  
Fire Chief

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$282,000.26 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor