

Contract Number: 25-105154

INTERLOCAL AGREEMENT BY AND BETWEEN FORT BEND COUNTY AND THE TEXAS A&M ENGINEERING EXTENSION SERVICE

This Agreement ("Agreement") is entered into by and between the Texas A&M Engineering Extension Service ("TEEX"), 200 Technology Way, College Station, TX 77845 and Fort Bend County ("Customer"), 307 Fort Street, Richmond, TX 77469 (collectively "the Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the *Texas Government Code*.

SECTION I. PURPOSE OF AGREEMENT

The Texas A&M Engineering Extension Service/Emergency Services Training Institute (TEEX/ESTI) will provide Classroom and Facility Usage in Disaster City as well as exercise support personnel for three separate exercises on March 18, March 20, and May 8, 2014.

SECTION II. RIGHTS AND OBLIGATIONS OF TEEX

TEEX ESTI will be responsible for providing:

- Use of US&R rescue tools for the duration of the exercise
- Access to the Technical Skills Training Area (TSTA) and Disaster City for the duration of the customized training
- Three FEMA US&R Rescue Instructors
- Fourteen hotel rooms, double occupancy, for one night in Bryan/College Station with Breakfast included.
- Box lunch on the day of the exercise for 28 students
- Hot Dinner on the day of the exercise for 28 students
- All necessary supplies and consumables to complete the customized exercise.
- Facilitated After Action Review of the exercise by Exercise Controllers
- A TEEX certificate of completion for each student.

SECTION III. RIGHTS AND OBLIGATIONS OF CUSTOMER

CUSTOMER provides the following:

- The students' full names and enrollment information one month prior to the class commencing.
- Payment in full within 30 days of class completion.

SECTION IV. TERM OF AGREEMENT

This Agreement shall be for four months in length, beginning March 1st, 2014 and ending May 10th, 2014. At the end of this term, this Agreement may be renewed upon written consent by

the Parties. Either party can cancel this Agreement by giving thirty (30) days notice thereof to the other party.

If this Agreement is not executed by all parties within 60 days of date of the first signature below, then this Agreement will be null and void and of no further effect.

SECTION V. PAYMENT FOR SERVICES

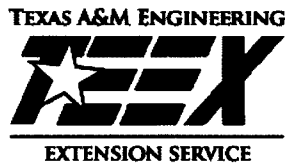
Custom Exercise	Quantity	Total Firm Fixed Fee
Delivery of a custom Regional Rescue Training Exercise at Disaster City for two days (12 hours total) <ul style="list-style-type: none"> • Fourteen Double Occupancy Hotel rooms for the night of the exercise • 28 lunches on the first day of the exercise • 28 hot dinners on the first day of the exercise • Facilitated After Action Review with FEMA Exercise Controllers 	28 students per exercise	\$23,251.35
Total Cost Per Exercise		\$23,251.35
Total Cost of three exercises at Disaster City (\$23,251.35 each)		\$69,754.05

The fee for the above facility usage for three exercises will be a Fixed Fee of \$69,754.05 for up to 84 students (28 per exercise). Any and all payments by the Parties made pursuant to this Agreement shall be made from current revenues.

SECTION VI. NOTICES

All notices hereunder shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to TEEX: Texas A&M Engineering Extension Service
Attn: Brian Smith
979-458-5636
Brian.Smith@teex.tamu.edu



200 Technology Way,
College Station, Texas 77845

If to Customer: Ft. Bend County
307 Fort Street
Richmond, TX 77469
Office: 281-238-3412
Robert.Stone@co.fort-bend.tx.us

SECTION VII. AUTHORITY

TEEX represents and warrants the following:

- A. The signer of this Agreement possesses the right, power, legal capacity and full legal authority to execute this Agreement on behalf of TEEX and to bind TEEX to the terms and conditions set forth herein; and
- B. TEEX possesses full legal authority to enter into this Agreement and to perform its responsibilities, duties and obligations herein set out.

Contract Number: 25-105154

Customer represents and warrants the following:

- A. The signer of this Agreement possesses the right, power, legal capacity and full legal authority to execute this Agreement on behalf of Customer and to bind Customer to the terms and conditions set forth herein; and
- B. Customer possesses full legal authority to enter into this Agreement and to perform its responsibilities, duties and obligations herein set out.

SECTION VIII. NO WAIVER OF IMMUNITY

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH HAVE THE FORCE AND EFFECT OF AN ORIGINAL, THIS THE 4th DAY OF March, 2014.

Texas A&M Engineering Extension Service:

By: [Signature]
Name: Sue Shahan
Title: Deputy Director
Date: 2-19-14

FORT BEND COUNTY:

By: _____
Name: _____
Title: _____
Date: _____

FORT BEND COUNTY:

By: [Signature]
Name: _____
Title: Robert E. Hebert, County Judge
Date: 3-4-2014

FORT BEND COUNTY: ATTEST:

By: [Signature]
Name: Dianne Wilson
Title: County Clerk
Date: 3-4-14

