

STATE OF TEXAS                   §  
   §                   KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF FORT BEND         §

**SECOND AMENDED INTERLOCAL AGREEMENT FOR FIRE DEPARTMENT HOUSING  
 BETWEEN FORT BEND COUNTY AND CITY OF ROSENBERG**

This Second Amended Interlocal Agreement is made by and between **Fort Bend County** ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **City of Rosenberg** ("CITY") a political subdivision, acting by and through its City Council, collectively referred to herein as "Parties."

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services;

**WHEREAS**, §272.005 of the Texas Local Government Code authorizes a county to lease property to another political subdivision without the necessity of complying with any competitive purchasing procedures; and

**WHEREAS**, the parties desire to amend the previous Interlocal Agreement for Fire Department Housing, which was accepted and executed by the parties on or about November 14, 2017, ("Agreement"), and is incorporated by reference herein; and

**WHEREAS**, this Amended Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, and Chapter 272 of the Texas Local Government Code for the performance of governmental functions and services; specifically, public health and welfare, and the lease of county-owned property without following requirements of competitive bidding procedures; and

**WHEREAS**, the Parties deem it to be in the best interest of both entities to enter into this Amended Interlocal Agreement; and

**WHEREAS**, the following changes are incorporated as if a part of the Agreement in the same as if fully set forth verbatim herein.

**WHEREAS**, the representations, covenants and recitations in the foregoing recitals are material to this agreement and incorporated into the Agreement detailed below.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. Services

- A. During the Term of this Agreement, the County shall allow the use of County-owned land and improvements located at 4336 Highway 36 South, Rosenberg, Texas 77471 as (1) housing for the City's fire station administrative staff (2) housing of fire apparatus (3) creation of sleeping quarters for use by personnel assigned to the fire apparatus.
- B. In addition to the foregoing, County agrees to allow the City to use a bay in the County EMS Administration Building located at 4332 Highway 36 South, Rosenberg, Texas 77471 for housing of a fire apparatus.
- C. In addition to the foregoing, County agrees to allow the City the use of two (2) identified office spaces located at 4332 Highway 36 South, Rosenberg, Texas 77471 for operational purposes including for (1) the housing of a fire apparatus, and (2) creation of sleeping quarters/office for use by personnel assigned to the fire apparatus.
- D. The City's use of both locations for purposes stated herein shall be at no cost to the City. However, the City shall be responsible for all operational costs other than those directly related to the County's operations at the designated facilities. The city shall also be responsible for maintenance and remodeling of the site located at 4336 Highway 36 South, Rosenberg, Texas 77471 and that designated area assigned for City use at the County EMS Administration Building located at 4332 Highway 36.
- E. The Parties agree that the mutual benefit to each is fair compensation for the services or functions performed under the contract and that any funding required performing the services must be from current revenues available to the Parties.
- F. If the City determines that billing is required for emergency care services, the city will invoice patients directly and/or their medical coverage providers for emergency medical care received by City.

II. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with one hundred eighty (180) calendar days written notice, the term of this Interlocal Agreement will be from the date of execution by the last party until midnight on December 31, 2029. This Agreement shall automatically renew for additional one year terms each January 1st under the same terms and conditions; but subject to termination by either party.

III. Relationship of Parties

The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other nor be entitled to participate in

any pension or other benefits that the other provides its employees. This agreement does not create a partnership or joint venture between the Parties.

IV. Notice to Parties

A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.

B. Notice to COUNTY shall be sent to:

Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1st Floor  
Richmond, Texas 77469

With copy to:  
Fort Bend County EMS  
Attn: Chief  
4332 Highway 36 South  
Rosenberg, Texas 77471

C. Notice to CITY shall be sent to :

City of Rosenberg  
Attn: City Manager  
P.O. Box 32  
Rosenberg, Texas 77471

With copy to:  
City of Rosenberg  
Attn: Fire Chief  
P.O. Box 32  
Rosenberg, Texas 77471

D. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

V. Insurance

A. **Commercial General Liability:** Both Parties agree to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.

B. **Automobile Liability:** Both Parties agree to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. **Workers' Compensation and Employer's Liability:** Both Parties agree to maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability limits of \$500,000 per accident.
- D. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend COUNTY. Any termination of coverage shall result in immediate termination of this agreement. Each Party's policies shall provide waiver of subrogation in favor of the other Party. Each Party's automobile liability and workers' compensation and employer's liability shall be for their respective automobiles and employees.
- E. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND TO THE CITY OF ROSENBERG AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE OTHER UPON REQUEST OF A PARTY.**

VI. Indemnification

COUNTY AND CITY ARE BOTH GOVERNED BY THE TEXAS TORT CLAIMS ACT, CHAPTER 101.001 ET SEQ., AS AMENDED, OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE WHICH SETS LIMITS OF LIABILITY FOR CERTAIN CAUSES OF ACTION. EACH PARTY TO THIS AGREEMENT WARRANTS AND REPRESENTS THAT IT IS INSURED UNDER A COMMERCIAL INSURANCE POLICY OR IS SELF-INSURED FOR ALL CLAIMS FALLING WITHIN THE TEXAS TORT CLAIMS ACT.

EACH PARTY IS SOLELY RESPONSIBLE FOR THE ACTIONS AND OMISSIONS OF ITS EMPLOYEES AND OFFICERS. NO PARTY HERETO WAIVES OR RELINQUISHES ANY IMMUNITY OR DEFENSE ON BEHALF OF ITSELF, ITS TRUSTEES, ITS OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF THE EXECUTION OF THIS AGREEMENT AND THE PERFORMANCE OF THE COVENANTS CONTAINED HEREIN.

VII. Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.

- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.
- G. All prior Agreements are hereby repealed and of no effect as of the effective date of this Agreement.

IN WITNESS WHEREOF, this Amended Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY:**

*KP George*  
County Judge KP George

\_\_\_\_\_  
KP George, Fort Bend County Judge

1-5-2021

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

Reviewed:

*J. Johnson-Minter, MD*

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Jacquelyn Johnson-Minter, MD, MBA, MPH  
Fort Bend County HHS Director

Attest:

*Laura Richard*

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Laura Richard, Fort Bend County Clerk



**CITY OF ROSENBERG:**

*William Benton*

\_\_\_\_\_  
Mayor

Attest:

*Danyel Swint*

\_\_\_\_\_  
City Secretary

Date: 12/15/2020

