

party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein. Upon receipt and expiration of such notice, Fort Bend County Fire Marshal's Office's bulldozer shall vacate the premises.

3. OBLIGATIONS AND RESPONSIBILITIES

- a) ESD 5 shall provide space to house one (1) bulldozer of Fort Bend County's Fire Marshal's Office which will be stationed at ESD 5's Fire Station located at 11000 Clodine Road, Richmond, Texas 77406.
- b) ESD 5 will purchase a truck and trailer which will be owned and titled solely in ESD 5's name and where the bulldozer will be stored on and transported with by Fire Department personnel. County agrees that only Fire Department personnel will be authorized to operate the truck and trailer and transport the bulldozer utilizing ESD 5's truck and trailer.
- c) ESD 5 agrees to maintain and keep both the bulldozer, the truck and the trailer in good-working order and will make necessary repairs and replacements as needed. The Parties agree that any repair on the bulldozer that is in excess of \$2,500.00 will be paid for solely by the County. ESD 5 will provide notice and copies of any quotes for said repairs to County for approval and payment of same before any work will be performed on the bulldozer.
- d) Fort Bend County and Fort Bend County Fire Marshal's Office shall work with the Fire Department and ESD 5, and such bulldozer stationed at ESD 5's Fire Station shall be dispatched only through the County's dispatch protocols.
- e) The Parties agree that neither ESD 5 nor Fire Department shall have any responsibility to supervise Fort Bend County personnel while such personnel are operating the bulldozer once it has been deployed to a scene.

4. RELATIONSHIP OF PARTIES.

- a. The Parties agree that in performing services specified in this Agreement, each is an independent contractor and shall have control of its work and the way it is performed. Neither the Parties, their agents, employees, volunteers, nor any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- b. The Parties further agree that nothing herein contained is intended to or should be construed as, in any manner, creating or establishing a partnership between the parties.

5. **COMPENSATION.** Each party will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. No other compensation shall issue for services performed pursuant to this Agreement.

6. **INSURANCE.** Fort Bend County agrees that it shall maintain in full force and effect throughout the Term (including, but not limited to any and all Renewal Terms) of this Agreement, insurance coverage (or, alternatively, self-insurance protection) in amounts sufficient to cover Fort Bend County's liability under worker's compensation laws, as well as general comprehensive liability insurance for personal injury or death, and property damage with a minimum limit in the amount of Two Million and No/100 Dollars (\$2,000,000.00) for each occurrence. Such insurance must be primary over any insurance coverage maintained by ESD 5 and must contain provisions stating that such policies shall not be materially changed or cancelled without thirty (30) days prior written notice having first been furnished to ESD 5. Prior to the Effective Date, and annually thereafter, Fort Bend County shall provide to ESD 5 proof of insurance satisfactory to ESD 5 and at a minimum, include certificates of insurance, as well as endorsements, showing ESD 5 is named as an additional insured and a waiver of subrogation in ESD 5's favor.

7. **MISCELLANEOUS**

- a. **Interpretation of Agreement.** Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.
- b. **Governing law.** This Agreement shall be governed by the laws of Texas, without regard to the principles of conflict of laws.
- c. **Venue.** Any litigation in any way relating to this Agreement shall be brought in State Court in Fort Bend County, Texas.
- d. **Financial Obligations of the Parties.** Both Parties acknowledge that the financial obligations of the Parties under this Agreement, if any, are contingent upon the availability and appropriation of sufficient funding.
- e. **Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits, approvals or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement or contrary to that could result in liability being imposed on the other party.
- f. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.
- g. **Notices.** Any notice or request required by this Agreement must be in writing, and may be given or be served by depositing the same in the United States Postal Service, postal prepaid, and certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same person to such Party, or by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it received by its intended recipient within ten (10) business days of the mailing. Notice given in any other manner

shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

To ESD 5: Fort Bend County Emergency Services District No. 5
c/o Nicole E. Pierce, District Counsel
820 Gessner, Suite 1710
Houston, Texas 77433

To County: Fort Bend County
Attn: County Judge
301 Jackson, 1st Floor
Richmond, Texas 77469

With copy to: Fort Bend County Fire Marshal
Attn: Justin Jurek, Fire Marshal
1521 Eugene Heimann Circle #114
Richmond, Texas 77469

- h. Amendment.** This Agreement may be amended at any time by a written amendment signed and dated by all the Parties.
- i. Multiple Counterparts; Effective Date; Copy as valid as original.** The Parties may execute this Agreement in duplicate counterparts, each of which shall constitute an original but collectively shall constitute only one document, with the effective date being on the later of the parties to have executed, last dated or the date fully executed.


IN WITNESS WHEREOF, this 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 further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY


KP George, County Judge

July 23, 2024
Date

ATTEST


Laura Richard, County Clerk

**FORT BEND COUNTY EMERGENCY
SERVICES DISTRICT NO. 5**


Shazib Iqbal, Board President

7/9/2024
Date



STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND
FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 5**

On this the 23 day of July, 2024, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Morales, seconded by Commissioner Prestage, duly made and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 5 for housing one (1) bulldozer from the Fort Bend County Fire Marshal's Office. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.