

THE STATE OF TEXAS §

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COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND CITY OF ROSENBERG
FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

THIS INTERLOCAL Agreement for Fire Protection Services ("Agreement") is entered into by and between **Fort Bend County, Texas**, a body corporate and politic acting herein by and through its Commissioners Court, on behalf of the Fort Bend County Fire Marshal ("County") and the **City of Rosenberg** by and through City Council ("CITY"), hereinafter referred to collectively as the "Parties."

WHEREAS, the County and the CITY desire to further promote public safety, health and welfare, and to protect the public interest by having the CITY provide fire protection services to the unincorporated areas in Fort Bend County, Texas; and

WHEREAS, the County and the CITY previously entered into an Interlocal Agreement for Fire Protection in Unincorporated Fort Bend County on or about November 18, 2014 and Amended said Interlocal Agreement for Fire Protection in Unincorporated Fort Bend County on or about August 03, 2021; and

WHEREAS, on or about September 17, 2024, the County provided CITY with written Notice of Termination of the Amended Interlocal Agreement for Fire Protection in Unincorporated Fort Bend County; and

WHEREAS, the County and the CITY now desire to negotiate and enter into a new Interlocal Agreement for Fire Protection in Unincorporated Fort Bend County; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791, of the Texas Government Code (the "Interlocal Cooperation Act"), which allows the contracting parties to enter into inter-local agreements for the joint performance of governmental and administrative functions that each is authorized to perform independently, such as fire services; and

WHEREAS, the Parties to this Agreement each find that the amount paid for the services performed under this Agreement, if any, fairly compensates the performing party, and

WHEREAS, the Parties, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

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

SECTION ONE

TERM

- 1.1 The Initial Term of this Agreement shall be for a term of ten (10) years commencing on October 01, 2024 and terminating on September 30, 2034 (the "Initial Term"), unless terminated earlier by mutual written agreement of both parties.
- 1.2 At the end of the Initial Term, this Agreement shall automatically renew for an additional one-year period each year ("Subsequent Terms") on the anniversary of the commencement date, unless terminated by either Party in accordance with the terms in this Agreement.
- 1.3 Renewals will be on the same terms and conditions set forth herein, except for the rate of compensation which is subject to annual review and recalculation by County and as agreed to in writing by the CITY.
- 1.4 At the end of the Initial Term or during any Subsequent Terms, either party may terminate this Agreement, with or without cause, by giving at least thirty (30) 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 CITY agrees to furnish fire protection, firefighting, and assistance in emergency medical first responder services to the unincorporated surrounding areas in Fort Bend County.
- 2.2 It is hereby agreed and understood that the fire protection, firefighting and assistance in emergency medical first responder services to be furnished by the CITY 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 firefighting personnel, equipment and supplies to fight all fires; and answering all calls and furnishing firefighting 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 firefighting.
- 2.3 County shall compensate CITY as follows:
 - a. County agrees to expend the amount of \$2,000,000.00 for the purchase of a ladder truck for CITY that meets the CITY's specifications. The Parties agree that such funds shall not be used for any purpose other than the purchase of a ladder truck. There will be no further payment from County for services rendered during the Initial Term of the Agreement, and CITY is solely responsible to establish contracts or funding for services provided herein under Section 2.2.

- b. If for any reason the County fails to procure and deliver a ladder truck to the CITY in accordance with the terms of this Agreement, County agrees to compensate the CITY for Fire Protection Services provided at the rate of two hundred thousand dollars (\$200,000) per year. Such amount shall be prorated on a daily basis from the effective date through the date on which the Agreement is terminated.

- 2.4 The CITY shall observe and comply with all Federal, State, County and CITY 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. To the extent required by law, County agrees that the act of a person who, in carrying out County's authority to provide fire protection, furnishes fire protection to a county resident who lives outside the municipalities in the county, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the county. Additionally, County agrees that CITY is not liable for the act of its employee in fighting fires outside the municipality under this contract.
- 2.6 The CITY and County agree that County is responsible for managing the ladder truck purchase process in accordance with approved County policies and applicable state laws. The County agrees to initiate the purchase process upon the full execution of this Agreement by both Parties without delay using the CITY approved written specifications. County agrees to award a proposal or bid for the purchase of the ladder truck no later than 60 calendar days after CITY provides County with approved written specifications for the ladder truck. Within five (5) calendar days of receipt of written proposals or bids, County shall provide all proposals or bids to the CITY for review. CITY shall have the sole right to select the best suited proposal or bid that shall be formally awarded by County, within ten (10) calendar days of receipt of written proposals or bids from County. CITY retains the right to recommend County reject all proposals or bids if the CITY specifications are not adequately met. If CITY or County find that the proposals or bids do not adequately meet the specifications, County shall reject the proposals or bids and immediately solicit new proposals or bids which will also be subject to review and approval by CITY as stated herein. County agrees to take formal action to approve and award the proposal or bid for purchase of the ladder truck no later than April 15, 2025, unless CITY provides County with a written recommendation to reject all proposals or bids.
- 2.7 County and CITY fully understand and agree that the ladder truck delivery to the CITY by the manufacturer's dealer may take an extended period of time after the County procurement process to award a proposal or bid is completed.

- 2.8 The CITY and County agree that the ladder truck purchased under this Agreement is solely the CITY's equipment and shall be operated and maintained by the CITY. County agrees it shall have no ownership rights or title to the ladder truck.
- 2.9 It is further agreed that in the performance of all obligations under taken by this agreement, the CITY has the right to supervise, manage, control and direct the performance of fire protection, firefighting, and assistance of emergency medical first responder services. However, the County Fire Marshal shall maintain and coordinate the work of the various fire-fighting and fire prevention units in the unincorporated area of the county per incident.

SECTION THREE **INDEMNIFICATION**

- 3.1 To the extent permitted by law and except where otherwise noted herein, the CITY 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 CITY performed under this Agreement.
- 3.2 To the extent permitted by law, the County agrees to save and hold the CITY 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 the performance of governmental functions or 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 provided by notice to the sending party.
- 11.2 Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person as follows:

Notice to the CITY shall be sent to:

City of Rosenberg
Attn: City Manager
2110 4th Street
Rosenberg, Texas 77471

Notice to the COUNTY shall be sent to:

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

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

- 11.3 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
MISCELLANEOUS

- 12.1 **Human Trafficking.** By execution of this Amendment, City acknowledges that the County is opposed to Human Trafficking and that no County funds will be used in support of services that violate human trafficking laws.
- 12.2 **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.

- 12.3 **Assignment.** No assignment of this Interlocal 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.
- 12.4 **Authorized Representative.** The undersigned officer or agents of the Parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Interlocal 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.
- 12.5 **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

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SECTION THIRTEEN
EXECUTION

IN WITNESS WHEREOF, this Interlocal 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 Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by Fort Bend County.

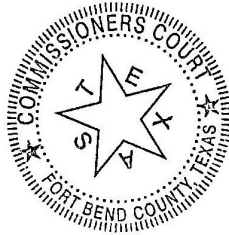
FORT BEND COUNTY, TEXAS

KP George
KP GEORGE, COUNTY JUDGE

February 11, 2025
DATE

ATTEST:

Laura Richard
LAURA RICHARD, COUNTY CLERK



CITY OF ROSENBERG, TEXAS

William Benton
WILLIAM BENTON, MAYOR

February 4, 2025
DATE

ATTEST:

Danyel Swint
DANYEL SWINT, CITY SECRETARY



REVIEWED:

Justin Jurek
JUSTIN JUREK,
FORT BEND COUNTY FIRE MARSHAL

REVIEWED:

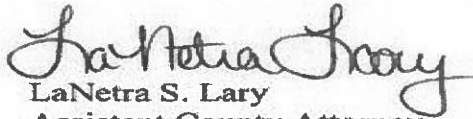
Daryl Maretko
DARYL MARETKA,
FIRE CHIEF – CITY OF ROSENBERG, TEXAS

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 2,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

APPROVED AS TO FORM:


LaNetra S. Lary
Assistant County Attorney
Chief, General Counsel Division

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney.

I:\Agreements\2024 Agreements\Fire Marshal\City of Rosenberg (24-Fire-100851)\ila - fbc and city of rosenberg - fire protection (bm redlined 12-20-24) jm redline 1-8-25 v-2, final lsl 1.27.25 (lsl 9.4.2024)