

**Exhibit G**  
**FIRE PROTECTION AGREEMENT**

This Fire Protection Agreement (the "Agreement") is entered into \_as of the latest of the dates signed by the parties hereto, and made effective on the Effective Date provided hereinbelow, by and between the City of Sugar Land, Texas (the "City") and Fort Bend County Municipal Utility District No. 269 (the "District"), a conservation and reclamation district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapter 49 and 54, Texas Water Code.

RECITALS

WHEREAS, the District is located within the master-planned community of \_\_\_\_\_; and

WHEREAS, the District is in proximity to the City, is outside its corporate limits but within its extraterritorial jurisdiction; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that the City can provide the most reliable and prompt fire protection services and emergency medical services within the District; and

WHEREAS, the City is willing to provide fire protection services and emergency medical services and facilities within the District, provided that the area to be served is within either the City's extraterritorial jurisdiction or the City's Fire Service Area and the District will pay its proportionate share of the City's costs to provide the necessary fire protection services and emergency medical services; and

WHEREAS, the City is willing to operate and maintain the facilities for fire protection services and emergency medical services; and

WHEREAS, the Board of Directors believes that it is in the best interest of the residents to enter into this Agreement pursuant to Section 49.351 of the Texas Water Code; and

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the District and the City hereby covenant and agree as follows:

AGREEMENT

**Section 1. Purpose.** The purpose of this Agreement is to have the City provide fire protection services and emergency medical services to the District in return for the Participating Districts funding all the costs associated with the design, construction, operational costs of the Station, on a pro rata basis, all in accordance with this Agreement.

**Section 2. Definitions.** In this Agreement:

*City* means the City of Sugar Land, Texas.

*CPI* means the revised Consumer Price Index for All Urban Consumers (CPI-U), all items, published by the United States Department of Labor, Bureau of Labor Statistics 1982=100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

*District* means Fort Bend County Municipal Utility District No. 269 and any municipal utility districts created by subdivision of Fort Bend County Municipal Utility District No. 269 and that serve the [master planned community.]

*Effective Date* means the date on which this Agreement becomes effective.

*Emergency Medical Services* means all emergency medical services regularly provided by the City's Fire/EMS department to persons and property located within the corporate limits of the City.

*Emergency Services Charge* means, collectively, the monthly fire protection services fee for districts in the City's extraterritorial jurisdiction and the monthly emergency medical services fee for districts in the City's extraterritorial jurisdiction, each as set in the City's Code of Ordinances.

*Facilities* mean the Station and the Station Furnishings.

*Fire Protection Services* means all fire suppression and rescue services regularly provided by the City of Sugar Land Fire Department to persons and property located within its corporate limits on the Effective Date, except for fire inspections of buildings and properties, code enforcement services, and arson investigations.

*Fire Service area* means the area inside City limits where the City provides coverage by its Fire Department.

*Interlocal Agreement* means an agreement entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"), which authorizes local governments, including the District and Participating Districts, to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act.

*Participating Districts* means all or part of any municipal utility districts serving the area covered by this Agreement.

*Station* means a fire station of approximately 9,000 square feet comparable to City Fire Station No. 5 to be constructed on the Tract or other suitable land as provided for in this Agreement.

*Station Fee* means the amount collected by the City each month from each dwelling unit for the Station Fund, as set in the City's Code of Ordinances.

*Station Fund* means that separate, interest-bearing account held and maintained by the City for the design and construction of the Station, into which the collected Station Fee will be deposited.

*Station Furnishings* means all necessary personal property furnished for the Station to make it operational, other than fire protection trucks and vehicles.

*TCEQ* means the Texas Commission on Environmental Quality.

*Tract* means approximately 2 acres of land located approximately as shown on the latest General Plan approved for the master planned development containing approximately 958.46 acres being developed by Pulte Homes of Texas, L.P., which is to be conveyed to the City in size and dimensions adequate for the construction of the Station.

### **Section 3. Effective Date**

(a) The parties recognize that before this Agreement becomes effective, the District must develop a fire plan in accordance with Section 49.351, Texas Water Code, and the rules of the TCEQ, hold a hearing on the plan submit a plan to the TCEQ for its approval, call elections and obtain voter approval of the plan and this Agreement and the use of operating funds to pay for the Facilities. The District will use its best efforts to develop and obtain TCEQ and voter approval of a fire plan and bond issue in accordance with the terms of this Agreement.

(b) This Agreement will be in full force and effect upon, and the Effective Date will be, the first day of the month following the adoption of an order of the District declaring the results of the elections.

### **Section 4. Fire Station Tract**

(a) The City is not obligated to proceed with the design or construction of the Station unless and until the Tract is conveyed to the City as provided herein, and as further provided in Section 5 below.

(b) Prior to commencement of the design of the Station, the City will inspect and perform soil testing of the site to determine whether the Tract is suitable for construction of the Station. The District will have an environmental assessment done of the proposed site at the sole cost of the District and provide the City with such an assessment. If the testing or the assessment shows that the Tract is not suitable for construction of the Station, the District will then be responsible for providing alternative site(s). Upon request, the District will provide the appropriate right of entry to the City.

(c) Under an agreement between the City and the developer of the land located

within the District, the developer will convey the Tract to the City or the District. At or before the time the City notifies the District that the City will commence preparation of the plans and specifications for the Station as set forth hereinafter, the developer or the District will, at no cost to the City, cause the Tract to be platted in conformity with City regulations. After the plat is approved by the City and Fort Bend County, the developer or the District (the applicable party that holds title) will convey marketable title to the Tract by special warranty deed to the City. The developer or the District shall pay the costs of a survey, an environmental assessment, a title commitment, title insurance, and all other costs required to convey good title to the City. If the City determines from a survey or title commitment that there are encumbrances that materially affect the use of the Tract for a fire station, the District shall, upon written request of the City, take whatever action is necessary to have the encumbrances removed at the cost of the District.

(d) If for any reason, the City does not construct the Station as provided in this Agreement, the City will, upon written request from the developer or the District, reconvey the Tract to the party designated in the request.

## **Section 5. Station Design and Construction**

(a) The City will commence design and construction of the Station after:

(1) The Station Fund reaches a dollar amount that supports the City's annual debt service for the design and construction of the Station; and

(2) The earlier of:

a. Determination by the City that the number of dwelling units completed or under construction, both in the boundaries of the Participating Districts and outside of those boundaries but within the anticipated service area of the Station, exceeds 3,000; or

b. Determination by the City that the total number of emergency calls directed to the fire station that the City has designated to serve the land within the Participating Districts (Fire Station No. 6) exceed 25% of the calls received by Fire Station No. 6 over two (2) running six-month periods. An emergency response or call includes a response by or call to the City's fire department, a response by or a call to the EMS that serves the District, and a response by or a call to any other fire department that serves the District under a mutual aid agreement with the City. The City will provide annual run reports to the District so as to keep the District apprised of the number of emergency calls/responses.

(b) Water and wastewater facilities to serve the Tract and Connection Fees for the Station will be provided by the District at no cost to the City, but the City will pay monthly usage charges for water and wastewater services provided to the Tract. The off-site water and wastewater facilities must be constructed, or contracts let for construction of the improvements before the City awards a contract for the construction of the Station.

(c) The Fire Protection Services and Emergency Medical Services provided by the City from the Facilities will be comparable to those provided by other City fire stations. The City shall own and operate the Facilities in accordance with State standards regarding the operation of City-operated fire department and fire suppression equipment. The District shall have no responsibility for the maintenance or operation of the Facilities, other than the payment of the monthly fees pursuant to this Agreement.

## **Section 6. Fire Protection Services and Emergency Medical Services**

(a) The City has a fire department and existing fire stations. The City owns and operates pumpers (engines that carry the water hoses), ladder trucks, boats for water rescues, ambulances, and other necessary equipment for the operation of its fire stations, trucks and fire department. In providing Fire Protection Services and Emergency Medical Services to the District, the City shall be solely responsible for the operation and maintenance of all City fire stations and equipment.

(b) The parties acknowledge that in conducting fire suppression efforts to the District, the City will use the fire hydrants, connections, and water supply and distribution systems (collectively, the "Water Distribution System") available in the District that are owned and operated by the City.

(c) During the term of this Agreement, the City will provide Fire Protection Services and Emergency Medical Services to persons, buildings, and property located within the boundaries of the District including all land added to the District with the consent of the City after the Effective Date, provided that the City will not provide Fire Protection Services to any land outside the City's extra-territorial jurisdiction and Fire Service Area. The City will provide Fire Protection Services and Emergency Medical Services to the District in the same manner and with the same standard of care as it would to those residences and structures in the City limits.

(d) The parties acknowledge that the City must also respond to requests for Fire Protection Services and Emergency Medical Services in the corporate limits of the City and that the City has contracts to provide fire protection services and emergency medical services to other entities. In providing Fire Protection Services and Emergency Medical Services to the District, the City will follow its adopted standard operating procedures, subject to its right and discretion, without being in breach of this Agreement and without liability to the District or its occupants or residents, to determine:

- (1) Whether Fire Protection Services and/or Emergency Medical Services are needed in a particular case;
- (2) Whether and when personnel or equipment are available to respond to a request for Fire Protection Services and/or Emergency Medical Services;
- (3) The order in which to respond to requests for Fire Protection Services

and/or Emergency Medical Services; and

- (4) The time in which to respond to a request for Fire Protection Services and Emergency Medical Services.

(e) The District assumes no responsibility for the reliability, promptness, or response time of the City. The District's sole obligation for provision of Fire Protection Services and Emergency Medical Services to its residents is to make monthly payments as described below.

### **Section 7. Employees.**

The City shall provide employees who meet minimum state qualifications to perform the Fire Protection Services and Emergency Medical Services required by this Agreement. The District assumes no responsibility for the actions of the City's employees in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the selection, sufficiency, or qualifications of the City's employees.

### **Section 8. Interlocal Agreement.**

Each District shall enter into an Interlocal Agreement with the City, providing that the City has the right to provide the Fire Protection Services and Emergency Medical Services to that district, to charge the Emergency Services Charge and Station Fee, and to directly bill customers for the Station Fees and Emergency Services Charges. As consideration for the City handling the billing, each Interlocal Agreement will include: (1) a "catch-up" provision, allowing the City to collect delinquent Emergency Services Charges and Station Fees from the District; and (2) language authorizing the City to annually bill and collect an administrative fee from the District in the amount of 3% of the total Emergency Services Charges and Station Fees for the preceding year. The administrative fee is initially estimated to be approximately \$1.42 per customer.

### **Section 9. Payment of Station Fee; Payment for Fire Protection Services and Emergency Medical Services**

(a) Monthly Payments – Station Fee. The City shall collect a monthly Station Fee in the amount of Ten and No/100 Dollars (\$10.00), as may be adjusted from time to time. The Station Fee is a monthly charge to each dwelling unit covered by this Agreement, which shall begin to be assessed upon retail connection of water service. The City will place the Station Fees into the Station Fund for use toward payment of the design and the construction plans for the Station. This fee will be adjusted each January based on the Consumer Price Index for All Urban Consumers (CPI-U), all items published by the United States Department of Labor. Provided, however, in the event of negative CPI the fee will not be adjusted in that January. The monthly charge will be adjusted by 100% of the increase, if any, between the most recently published CPI and the CPI for the preceding calendar year.

(b) Monthly Payments – Emergency Services Charge. The City will bill and collect the Emergency Services Charge of \$37.46 per month, which shall be charged as follows:

- (1) Residential Properties. A monthly charge for each residential unit in the District that is connected to and receiving service from the City's water supply system on or before the 20th day of the immediately preceding month. A residential unit shall mean any building or part of a building designed for permanent occupancy by one family. (A detached single-family residential unit is one residential unit; a duplex is two residential units; and each living unit in an apartment complex is one residential unit).
- (2) Nonresidential Properties. A monthly charge for each 2,000 square feet or part thereof of building floor area for every "improved nonresidential property" that is connected to and receiving service from the District's water supply system on or before the 20th day of the immediately preceding month. "Improved nonresidential property" means any improved real property, whether or not such property is tax- exempt, on which there is located a building or structure that is not residential property. The square footage used to determine the charge is based on the records of the Fort Bend Central Appraisal District.

(c) Annual Adjustment for Fire Protection Services and Emergency Medical Services. This fee will be adjusted each January based on the Consumer Price Index for All Urban Consumers (CPI-U), all items published by the United States Department of Labor. Provided, however, in the event of negative CPI the fee will not be adjusted in that January. The monthly charge will be adjusted by 100% of the increase, if any, between the most recently published CPI and the CPI for the preceding calendar year.

(d) Amendment of Ordinance Rate. Based on a study or audit by the City to calculate the cost to provide Fire Protection Services and Emergency Medical Services, and on comment by the District, the City may amend its ordinance rates for Fire Protection Services and Emergency Medical Services applicable to all districts in its extraterritorial jurisdiction. Such ordinance rates may include different fees for different categories of districts that have constructed stations and those that have not. Such rates shall become effective 60 days after the City gives the District written notice of such rates, but such rates may not exceed the actual cost to provide service to the area as determined by an independent study or audit and must apply equally to all districts within each category.

**Section 10. Term.** Once effective, the Agreement will continue in effect for 30 years (the "Initial Term") and shall be automatically renewed thereafter for successive one-year terms. This Agreement terminates upon the date the entire District is annexed either by law or pursuant to the terms of the Strategic Partnership Agreement between the City and the District.

**Section 11. Termination and Default.** Either party may terminate this Agreement after the expiration of Initial Term, by giving the other party written notice of termination at least one year prior to the termination date. Either party may declare a default hereunder if

either party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have 30 days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of 30 days, performance shall commence within 30 days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

**Section 12. Notice.** All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, unless changed as hereinafter provided, be as shown on the signature page of this Agreement. The parties shall have the right to change their respective addresses, and each shall have the right to specify their respective new addresses by at least 15 days written notice to the other party.

**Section 13. No Additional Waiver Implied.** No waiver or waivers of any breach or default or any breaches or defaults by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

**Section 14. Modification.** This Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.

**Section 15. Severability.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby.

**Section 16. Agreement Not for Benefit of Third Parties.** This Agreement is not intended to benefit any party other than the parties to this Agreement or to impose any duty upon the City or the District toward any person or entity not a party hereto.

**Section 17. Liability.** The City shall not be liable to the District or any other person for its decisions in the manner or method of providing for Fire Protection Services and Emergency Medical Services under this Agreement. This Agreement is not intended to waive or alter any defense or immunity the City has under State law for claims arising from the performance of this Agreement, including the failure to provide or the method of providing Fire Protection Services and Emergency Medical Services under this Agreement.

**Section 18. Entire Agreement.** Upon execution of this Agreement by both of the parties, this Agreement shall constitute the entire agreement between the parties for the provision of Fire Protection Services and Emergency Medical Services.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above, to be effective as of the date specified in this Agreement.

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 269

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

CITY OF SUGAR LAND, TEXAS

By: \_\_\_\_\_  
City Manager  
2700 Town Center Blvd. N.  
P.O. Box 110  
Sugar Land, Texas 77487

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney (SEAL)