

AGREEMENT BETWEEN BUDDY PRESTON AND BROWN COUNTY  
FOR FIRE MARSHAL INVESTIGATIVE SERVICES

STATE OF TEXAS \*

COUNTY OF BROWN \*

THIS AGREEMENT, entered into this 15<sup>th</sup> day of March, 2021, by and between BUDDY PRESTON and the COUNTY OF BROWN, STATE OF TEXAS (hereinafter "County").

WHEREAS, BUDDY PRESTON is a state certified fire investigator and fire inspector;  
and

WHEREAS, the County desires to use BUDDY PRESTON to conduct fire investigations in the County, excluding fire investigations in the incorporated cities of Brownwood, Bangs and Early.

BUDDY PRESTON AND THE COUNTY AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to provide the services of BUDDY PRESTON to conduct fire investigations for the County.

2. TERM.

This Agreement shall begin on the 15<sup>th</sup> day of March, 2021, and extend for one (1) year, ending on the 14<sup>th</sup> day of March, 2022. It shall then be automatically renewed for additional one (1) year terms unless either party gives the other thirty (30) days notice of termination.

March 15, 2021  
(Exhibit #5)

3. DUTIES OF BUDDY PRESTON.

BUDDY PRESTON hereby agrees that he will conduct fire investigations in the County (the “Work”), excluding any fire investigations in the incorporated cities of Brownwood, Bangs and Early, upon written request of the County. BUDDY PRESTON will be responsible for paying all costs related to the Work, including payroll, vehicle, equipment, any and all reports, meetings with insurance agents and adjusters, attorneys, testimony, and/or depositions. BUDDY PRESTON will maintain all necessary reports, documents, and evidence, related to Work and provide it to the County. BUDDY PRESTON will maintain his certification as a State certified fire investigator and fire inspector, and assume the cost associated with any continuing education. BUDDY PRESTON agrees to send a written invoice to the County billing the County for the services rendered by BUDDY PRESTON for performance of the Work. The invoice will bill BUDDY PRESTON’S time spent on the Work in increments of one-tenth of an hour.

4. DUTIES OF COUNTY.

The County agrees to pay BUDDY PRESTON for all work performed pursuant to this Agreement at a rate of \$150.00 for the first hour of a fire investigation and \$50.00 for each subsequent hour on the fire investigation, no later than thirty (30) days after receipt of a bill from BUDDY PRESTON. If any travel expenses or other expenses are necessary to perform the Work other than those detailed above, BUDDY PRESTON shall give notice to the County of these expenses and get prior written approval to incur these expenses. The County will reimburse BUDDY PRESTON \$.575 per mile. The County will reimburse BUDDY PRESTON for approved expenses no later than thirty (30) days after receipt of a bill from BUDDY

PRESTON. The County will provide assistance with crime scene and follow-up investigations as requested by BUDDY PRESTON.

5. INSURANCE.

5.1. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

5.2. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

5.3. GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY: To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.

5.4. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED: Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or


relinquishes any immunity of defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

6. TERMINATION.

Either party to this Agreement may terminate if by giving thirty (30) days prior written notice to either BUDDY PRESTON or the County Judge. The Agreement may be terminated with or without cause.

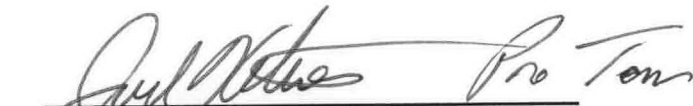
IN WITNESS WHEREOF, BUDDY PRESTON and the County have hereby entered this Agreement.

BUDDY PRESTON

 3-15-21

BUDDY PRESTON

BROWN COUNTY

 Pro Tem  
COUNTY JUDGE