

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF WESTON LAKES, TEXAS
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

This Agreement authorized in accordance with Chapter 437 of the Texas Health and Safety Code is entered into by and between Fort Bend County (hereinafter referred to as "County" and the City of Weston Lakes (hereinafter referred to as "Weston Lakes").

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, the Interlocal Cooperation Act; and,

WHEREAS, Weston Lakes desires the County to make routine food service inspections by and through the County Health Department for establishments located within corporate limits of Weston Lakes; and,

WHEREAS, the County desires to assist Weston Lakes by designating the County Health Department as the Administrator authorized to conduct inspections to determine compliance with State laws for food service establishments located within corporate limits of Weston Lakes; and,

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

SERVICES PROVIDED

Fort Bend County (through the Environmental Health Department) will assist the City by making routine compliance and complaint food service inspections and investigations in the County's jurisdiction during normal operating hours.

FAIR COMPENSATION

Weston Lakes agrees to adopt the fees set forth in the Amended Rules Regulating Food Establishments in Fort Bend County, Texas for services provided pursuant to the Agreement. All such fees shall be paid directly to the County and shall be retained by the County to pay for the services rendered by the County Environmental Health Department.

INDEMNIFICATION

Weston Lakes shall indemnify and hold harmless the County from any and all liability for damages, costs, or expenses, including attorney fees, arising out of the performance of duties by the County Health Department. To the extent permitted by law, the County agrees to save and hold the City harmless for damages resulting solely from negligent acts or omissions of the County under this Agreement.

TERM

This Agreement shall be effective **February 1, 2008** thru **September 30, 2009** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the County at the following address:

To County: **Fort Bend County**
 Environmental Health Dept.
 4520 Reading Road, Suite A
 Rosenberg, Texas 77471
 Attn: Troy Scalco, Director
 Phone: (281) 342-7469
 Fax: (281) 342-5572

copy to: **Fort Bend County Attorney**
 301 Jackson, Suite 728
 Richmond, Texas 77469
 Attn: Roy L. Cordes, Jr., County Attorney
 Phone: (281) 341-4555
 Fax: (281) 341-4557

To Fulshear: **City of Weston Lakes**
 P.O. 1082
 Weston Lakes, Texas 77441

EXECUTED this ____ day of _____, 20____.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

CITY OF WESTON LAKES

By: _____
Mayor, Mary Rose Zdunkewicz

ATTEST:

City Secretary

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**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF FULSHEAR
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this the _____ day of _____, 20____, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner _____, seconded by Commissioner _____, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Weston Lakes, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.