

RESOLUTION NO. R-3597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR FIRE CODE AND INVESTIGATIONS, BY AND BETWEEN THE CITY OF ROSENBERG AND FORT BEND COUNTY.

* * * * *

WHEREAS, on July 21, 2015, City Council approved an Interlocal Agreement for Fire Code and Investigations with Fort Bend County for fire code and investigations in Fort Bend County owned or leased buildings located within the City Limits of Rosenberg; and,

WHEREAS, Fort Bend County desires to amend and restate the Interlocal Agreement to exclude the Fort Bend EpiCenter Complex including associated structures both existing and proposed, proposed Hotel/Convention Center Complex including associated structures, and proposed Parking Garbage Facilities including associated structures from said Interlocal Agreement; and,

WHEREAS, the City Council finds and determines that an Amended and Restated Agreement for Fire Code and Investigations is reasonable accommodation for the mutual benefits gained thereby; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council of the City of Rosenberg hereby authorizes the Mayor to negotiate and execute an Amended and Restated Interlocal Agreement (Agreement) for Fire Code and Investigations by and between the City and Fort Bend County.

Section 2. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 16 day of January 2024.

ATTEST:

APPROVED:

Danyel Swint

Danyel Swint, TRMC, CITY SECRETARY

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Kevin Raines, MAYOR



STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
FIRE CODE AND INVESTIGATIONS BETWEEN THE CITY OF
ROSENBERG AND FORT BEND COUNTY**

This Interlocal Agreement is made by and between **Fort Bend County** ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **City of Rosenberg** ("LOCAL GOVERNMENT") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, fire code inspections and reviews which promote the shared goal of fire protection in Fort Bend County; and

WHEREAS, County, by and through the Fort Bend County Fire Marshal, provides fire code inspections and reviews for buildings located in the unincorporated areas of Fort Bend County and has the capacity to provide these services for certain buildings located within the city limits of Local Government; and

WHEREAS, the Parties deem it to be in the best interest of both entities to amend and restate the previous Interlocal Agreement, which was accepted and executed by the Parties on or about August 11, 2015; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement.

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

I. **Services to be Performed**

- A. The County, by and through the Fort Bend County Fire Marshal, agrees to provide fire code inspections and reviews for County owned or leased buildings located within the city limits of Local Government, which shall include

with all incidental acts, procedures, and methods necessary to accomplish the ends of such service. Notwithstanding, the Fort Bend EpiCenter Complex including associated structures both existing and proposed (generally located at 28505 Southwest Freeway), proposed Hotel/Convention Center Complex including associated structures, and proposed Parking Garage Facilities including associated structures, shall not be included, or subject to the terms of this Agreement.

- B. The Parties agree that the County shall use the current fire code adopted by County as the standard for compliance.
- C. County will report all fire code non-compliance to Local Government, by and through, the Fire Department. County will also provide an annual report for inspections and reviews to Local Government no later than October 15 of each year.
- D. The Parties agree that the Local Government shall provide fire code inspections and reviews for the Fort Bend EpiCenter Complex including associated structures both existing and proposed, proposed Hotel/Convention Center Complex and associated structures, and proposed Parking Garage Facilities and associated structures.
- E. Local Government will continue to serve as the primary first responder for fire calls.

II. Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, the term of this Interlocal Agreement will be from the date of execution by the last party until midnight on September 30, 2024, and continuing thereafter under the same terms and conditions for additional one year periods beginning each October 1.

III. Compensation

- A. County shall retain any fees for fire code inspections and plan reviews performed per this Agreement that would have otherwise been remitted to Local Government. Notwithstanding, the Fort Bend EpiCenter Complex including associated structures both existing and proposed, proposed Hotel/Convention Center Complex and associated structures, and proposed Parking Garage Facilities and associated structures, shall not be included, or subject to the terms of this Agreement.
- B. The Parties agree that the retained fees are fair compensation to County for the services or functions performed under the contract for the services to be provided.

IV. Relationship of Parties

The Parties intend that County, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which

it is performed. Neither County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Local Government and shall not be entitled to participate in any pension or other benefits that Local Government provides its employees.

V. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.
- B. Notice to County shall be sent to:
Fort Bend County
Attn: County Judge
401 Jackson
Richmond, Texas 77469
- C. Notice to Local Government:
City of Rosenberg
Attn: Mayor
2110 4th Street
P.O. Box 32
Rosenberg, Texas 77471
- D. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this 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. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this 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.
- E. All prior Agreements are hereby repealed and of no effect as of the effective date of this Amended and Restated Agreement.

IN WITNESS WHEREOF, this Amended and Restated Agreement is signed, accepted, and agreed upon 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 that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY:

K. P. George, Fort Bend County Judge

Date: _____

Attest:

Laura Richard, Fort Bend County Clerk

Reviewed:

Fire Marshal

CITY OF ROSENBERG:

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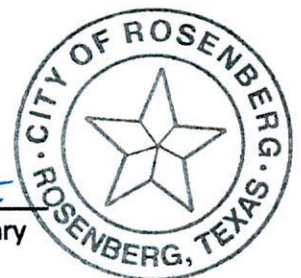
Kevin Raines, Mayor

Date: January 16, 2024

Attest:

Danyel Swint

Danyel Swint, TRMC, City Secretary



AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor