

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR PERSONNEL SERVICES BETWEEN
FORT BEND COUNTY AND CITY OF ORCHARD, TEXAS**

This Interlocal Agreement is made by and between **Fort Bend County, Texas** ("County"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **City of Orchard, Texas** (hereinafter referred to as "Orchard"); each eligible contracting entities under the Texas Interlocal Cooperation Act. Collectively, County and Orchard may, hereinafter, be referred to as the "Parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services; and

WHEREAS, County and Orchard enter into this Agreement in order to increase the efficiency and effectiveness of their local governments in the performance of administrative functions for public health and welfare services; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Orchard agree to the terms and conditions stated in this Agreement.

AGREEMENT

I. **Scope of Service**

- A. County will, by and through the County Environmental Health Department, provide personnel services regarding food service establishments to Orchard in support of establishing Orchard's own Environmental Health Department. Scheduling and delivery of services shall be as mutually agreed upon by County's Environmental Health Director and Orchard's Mayor or designee.
- B. The Parties agree that the Services being provided by County are only for food service establishments and does not include support for regulating public swimming pools, public nuisance abatement, or public health code enforcement.

II. Duration of Agreement

This Agreement is effective upon execution of all parties and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. It is expressly understood and agreed to by the Parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

III. Fair Compensation

- A. Orchard 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 County and shall be retained by County to pay for services rendered by the County Environmental Health Department.
- B. The Parties agree that the fee stated above is fair compensation for services or functions performed under this Agreement and that any funds required of a party for performance of governmental functions or services will make those payments from current revenues available to the party.
- C. All payments are due by the 15th of the month and shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Treasurer, 301 Jackson Street, Suite 514, Richmond, TX 77469.

IV. Relationship of Parties

- A. The Parties agree that in performing services specified in this Agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither party, its agents, employees, volunteers, help, or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- B. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

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.

To County: Fort Bend County
Environmental Health Dept.
4520 Reading Road, Suite A
Rosenberg, Texas 77471
Attn: Director

Copy to: Fort Bend County
ATTN: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

To Orchard: City of Orchard
9714 Kibler Street
P.O. Box 59
Orchard, Texas 77464
Attn: Mayor

- B. 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. Insurance

- A. Orchard shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Orchard, name of insurance company, policy number, term of coverage, and limits of coverage. Orchard shall cause its insurance companies to provide County with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. Orchard shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.

2. Orchard agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and Policy shall include contractual liability coverage.

3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

- B. County and the members of Commissioners Court shall be named as additional insureds to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Orchard shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Orchard warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of 2 years beginning from the time that work under the Agreement is completed.

VII. Indemnification

To the extent allowed by law, Orchard agrees to promptly defend, indemnify, and hold County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning, or resulting from the negligent or willful act or omissions of Orchard's agents, officers, and/or employees in the performance of activities of duties pursuant to this Agreement.

VIII. Governmental Immunity

It is expressly understood and agreed that the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

IX. Miscellaneous Provisions

- A. This executed instrument is understood and intended to be the final expression of the parties' Agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.
- B. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

- 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.
- 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. The Parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions, or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions, or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision, or condition had never been contained in it.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Reviewed by:

Dr. Letosha Gale-Lowe, MD
Health Director and Local Health Authority

CITY OF ORCHARD

Rod Pavlack
Authorized Agent - Signature

Rod Pavlack
Authorized Agent - Printed Name

4/30/24
Date

Mayor
Title

ATTEST:

Melissa Andel
Melissa Andel, City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount sufficient to accomplish and pay the obligations of Fort Bend County (if any) under this Service Agreement.

Ed Sturdivant, Fort Bend County Auditor