

# AGENDA ITEM

FORT BEND COUNTY FY 2010

16B

## COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 11/10/09

Submitted By: Nicole Mehrens, County Attorney's Office

Department: FIRE MARSHAL

Court Agenda Date: 11/17/09

Phone Number: 281-341-4555

### SUMMARY OF ITEM:

Take all appropriate action on Interlocal Agreement for Fire Code Inspections between Fort Bend County and City of Simonton, effective through September 30, 2010, with automatic renewal.

RENEWAL AGREEMENT/APPOINTMENT

YES

☐

NO

☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES

☒

NO

☐

List Supporting Documents Attached:

### FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐

NO ☐

FUNDING SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):

COUNTY JUDGE  
RECEIVED

NOV 10 2009

DESCRIPTION OF LAWSON ACCOUNT:

### Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

### DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒ Auditor (281-341-3774)  
☒ Budget Officer (281-344-3954)  
☒ Facilities/Planning (281-633-7022)  
☒ Purchasing Agent (281-341-8642)  
☒ Information Technology (281-341-4526)  
☒ Other: V.T. Cooper, Fire Marshal

☒ Comm. Pct. 1 (281-342-0587)  
☒ Comm. Pct. 2 (281-403-8009)  
☒ Comm. Pct. 3 (281-242-9060)  
☒ Comm. Pct. 4 (281-980-9077)  
☒ County Clerk (281-341-8697)  
☒ County Atty. (281-341-4557)

### RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

1125-03 orig. ret. to Nicole at Co. Attorney

STATE OF TEXAS

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§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

### **INTERLOCAL AGREEMENT (FIRE CODE)**

This Interlocal Agreement ("Interlocal Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Section 352.019 of the Texas Local Government Code, 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 Simonton** ("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,

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

#### **L**

#### **BASIC TERMS**

County, by and through the Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of the Project described below.

County, by and through the Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through the Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently undertake the Project on its own, with consent of Local Government, as provided in this agreement.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently undertake the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government,

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

County and Local Government intend that the County Fire Marshal may enforce orders and decrees within the Local Government as specifically required to do so by this Interlocal Agreement and that the County Fire Marshal may act in a cooperative and advisory capacity as provided in this Interlocal Agreement.

## II. PURPOSE

The purpose of this Project is to provide for fire code inspections of premises that are both within the County and within City limits.

## III. TERM

The term of this Interlocal Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2010, and continuing thereafter until terminated by a party. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

## IV. PROJECT DESCRIPTION

Performance under this Interlocal Agreement shall not begin until the following have all occurred:

- (1) The Local Government has adopted "NFPA 101: Life Safety Code," published by the National Fire Protection Association ("NFPA 101"); and
- (2) The Local Government has adopted the same fee schedule for permits and inspections that apply in the unincorporated portions of the County.

The Project contemplated by this Interlocal Agreement is described as follows:

- (1) From time to time, Local Government will identify premises that should comply with NFPA 101 as adopted by the Local Government and will cause the owner or applicant to send plans, specifications and other data to the County Fire Marshal;
- (2) The County Fire Marshal will review, comment, issue permits, inspect and require corrections, follow-ups, etc., substantially the same way that the Fire Marshal does for premises outside City limits; and
- (3) The County will assess and collect, directly from the owner or applicant, the same fees for permits and inspections that apply in the unincorporated portions of the County. The County is not responsible for filing or prosecuting enforcement proceedings.

It is understood that neither NFPA 101 nor this Interlocal Agreement will apply to one or two-family residential buildings.

V.  
PROJECT LOCATION

The location of the Project is within the City limits of the Local Government.

VI.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County will make its Fire Marshal and staff available for the purposes of the Project.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government will be responsible for identifying premises which must comply with NFPA 101, causing the owner or applicant to send plans, specifications and other data to the County and filing or prosecuting enforcement proceedings.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel.

VII.  
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County  
Attn: County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

If to Local Government:  
City of Simonton  
Attention: Mayor  
P.O. Box 7  
Simonton, Texas 77476

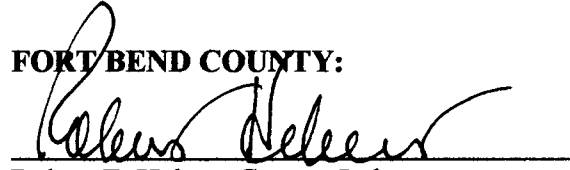
IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the dates indicated.

Attest:



Dianne Wilson, County Clerk

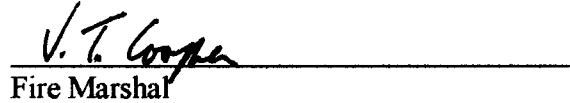
**FORT BEND COUNTY:**



Robert E. Hebert, County Judge

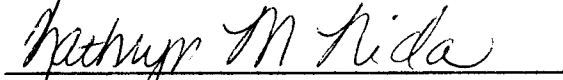
Date: 11-17-09

REVIEWED:




Fire Marshal

Attest:



Kathryn M. Nida  
City Secretary

**CITY OF SIMONTON:**



Mayor

Date: 11/2/09

**AUDITOR'S CERTIFICATE**

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



Fort Bend County Auditor

MTR/nm: Simonton Interlocal.Fire Code Inspection: 1015- (10/12/09)