

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF BEASLEY
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 Beasley (hereinafter referred to as "Beasley").

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

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

WHEREAS, the County desires to assist Beasley 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 Beasley; 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

Beasley 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

Beasley 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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

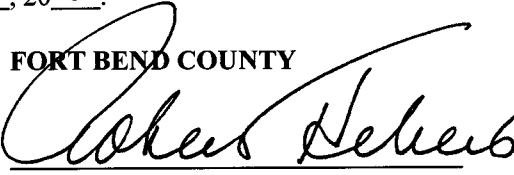
copy to: **Fort Bend County Attorney**
301 Jackson, Suite 728
Richmond, Texas 77469
Attn: Roy L. Cordes, Jr., County Attorney
Phone: (281) 341-4555
Fax: (281) 341-4557

To Beasley: **City of Beasley**
P.O. Box 122
Beasley, Texas 77417


EXECUTED this 4 day of November, 2010.

FORT BEND COUNTY

By:


Robert E. Hebert, County Judge

ATTEST:

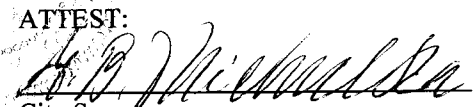

Dianne Wilson, County Clerk

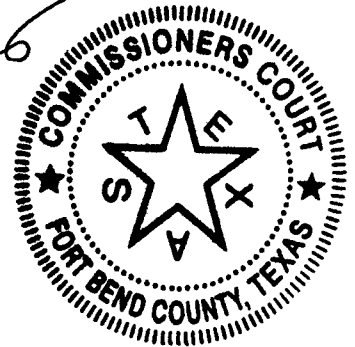
CITY OF BEASLEY

By:


Mayor

ATTEST:


City Secretary



MTR/nm:Beasley foodservice AGR:3170- (09/13/10)

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF FULSHEAR, 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 Fulshear (hereinafter referred to as "Fulshear."))

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

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

WHEREAS, the County desires to assist Fulshear 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 Fulshear; 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

Fulshear 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

INDEMNIFICATION

To the extent permitted by law, Fulshear shall indemnify and hold harmless the County from any and all liability for damages, costs, or expenses, including attorney's 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 begin on **October 1, 2010**, and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

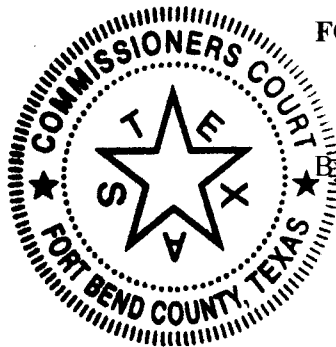
NOTICES

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.** Copy to: **Fort Bend County Attorney**
4520 Reading Road, Suite A 301 Jackson, Suite 728
Rosenberg, TX 77471 Richmond, TX 77469
Attn: Troy Scalco, Director Attn: Roy L. Cordes, Jr., County Attorney
Phone: (281) 342-7469 Phone: (281) 341-4555
Fax: (281) 342-5572 Fax: (281) 341-4557

To Fulshear: **City of Fulshear**
P. O. Box 538
Fulshear, TX 77441

EXECUTED this 9 day of November, 2010.



FORT BEND COUNTY

By: Robert E. Hebert
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

CITY OF FULSHEAR

By: Thomas C. Kyzall Jr.
Mayor

ATTEST:

Donna P. Puck
City Secretary

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF KENDLETON
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 Kendleton, (hereinafter referred to as "Kendleton").

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

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

WHEREAS, the County desires to assist Kendleton 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 Kendleton; 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

Kendleton 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

Kendleton 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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

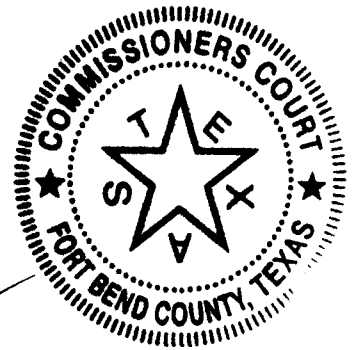
To Kendleton: **City of Kendleton**
P.O. Box 809
Kendleton, Texas 77451

EXECUTED this 9 day of November, 2010.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge



ATTEST: _____

Dianne Wilson, County Clerk

CITY OF KENDLETON

By: _____

Mayor

ATTEST: _____

City Secretary

MTR/nm: Kendleton.FoodService.AGR: 3170- (09/13/10)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF NEEDVILLE
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 Needville, (hereinafter referred to as "Needville").

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

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

WHEREAS, the County desires to assist Needville 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 Needville; 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

Needville 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

Needville 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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

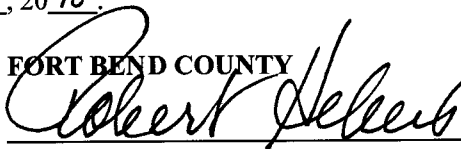
copy to: **Fort Bend County Attorney**
301 Jackson, Suite 728
Richmond, Texas 77469
Attn: Roy L. Cordes, Jr., County Attorney
Phone: (281) 341-4555
Fax: (281) 341-4557

To Needville: **City of Needville**
P.O. Box 527
Needville, Texas 77461

EXECUTED this 9 day of November, 20 10.


FORT BEND COUNTY

By:


Robert E. Hebert, County Judge



ATTEST:


Dianne Wilson, County Clerk

CITY OF NEEDVILLE

By:


Mayor

ATTEST:


City Secretary

MTR/nm: Needville.FoodService.AGR: 3170- (09/13/10)

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF ORCHARD
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 Orchard, (hereinafter referred to as "Orchard").

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

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

WHEREAS, the County desires to assist Orchard 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 Orchard; 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

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 the County and shall be retained by the County to pay for the services rendered by the County Environmental Health Department.

INDEMNIFICATION

Orchard 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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

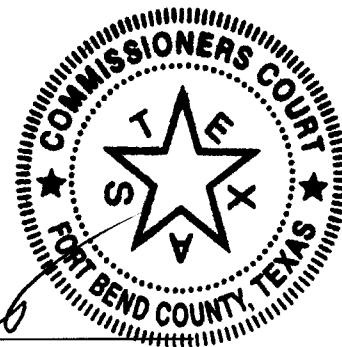
To Orchard: **City of Orchard**
P.O. Box 59
Orchard, Texas 77464

EXECUTED this 9 day of November, 2010.


FORT BEND COUNTY

By:


Robert E. Hebert, County Judge



ATTEST:


Dianne Wilson, County Clerk

CITY OF ORCHARD

By:


Mayor

ATTEST:


City Secretary

MTR/nm:ORCHARD. Foodservice.AGR: 3170- (09/13/10)

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SIMONTON
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 Simonton, (hereinafter referred to as "Simonton").

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

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

WHEREAS, the County desires to assist Simonton 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 Simonton; 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

Simonton 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

Simonton 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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

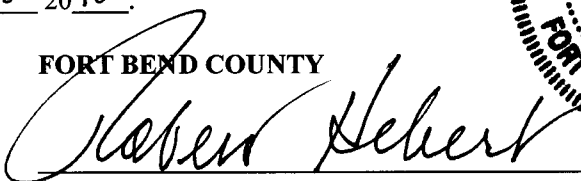
copy to: **Fort Bend County Attorney**
301 Jackson, Suite 728
Richmond, Texas 77469
Attn: Roy L. Cordes, Jr., County Attorney
Phone: (281) 341-4555
Fax: (281) 341-4557

To Simonton: **City of Simonton**
P.O. Drawer A
Simonton, Texas 77476

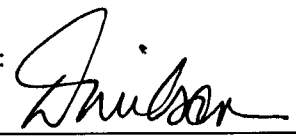
EXECUTED this 9 day of November 2010.

FORT BEND COUNTY

By:


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

CITY OF SIMONTON

By:


Mayor

ATTEST:


City Secretary



THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF WESTON LAKES
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.

TERM

This Agreement shall begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

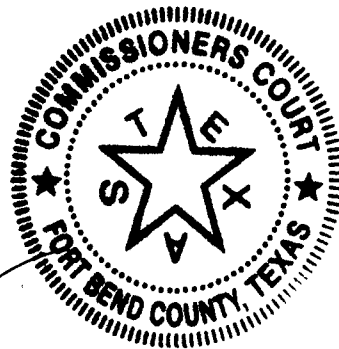
To Weston Lakes: **City of Weston Lakes**
P.O. Box 1082
Fulshear, Texas 77441

EXECUTED this 9 day of November, 2010.

FORT BEND COUNTY

By:

Robert E. Hebert
Robert E. Hebert, County Judge



ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

CITY OF WESTON LAKES

By:

Mary Rose Zdzienkiewicz
Mayor

ATTEST:

Stephan M N da
City Secretary

MTR/nm:Weston Lakes Food Service AGR: 3170- (09/13/10)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND THE VILLAGE
OF FAIRCHILDS 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 Village of Fairchilds (hereinafter referred to as "Fairchilds").

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

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

WHEREAS, the County desires to assist Fairchilds 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 Fairchilds; 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 Fairchilds by making routine compliance and complaint food service inspections and investigations in the County's jurisdiction during normal operating hours.

FAIR COMPENSATION

Fairchilds 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

Fairchilds 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 Fairchilds harmless for damages resulting solely from negligent acts or omissions of the County under this Agreement.

TERM

This Agreement shall begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

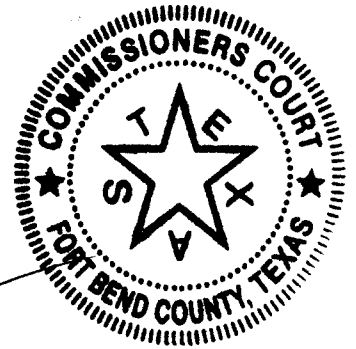
To Fairchilds: **Village of Fairchilds**
8713 Fairchilds Road
Richmond, Texas 77469
Attn: Mayor

EXECUTED this 9 day of November, 20 10.

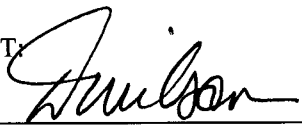
FORT BEND COUNTY

By:


Robert E. Hebert, County Judge



ATTEST:


Dianne Wilson, County Clerk


VILLAGE OF FAIRCHILDS

By:


Mayor

10-11-10

ATTEST:


Secretary

MTR/nm: Fairchilds.Food Service.AGR: 3170- (09/13/10)

THE STATE OF TEXAS §
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**AGREEMENT BETWEEN FORT BEND COUNTY AND THE VILLAGE
OF PLEAK 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 Village of Pleak (hereinafter referred to as "Pleak").

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

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

WHEREAS, the County desires to assist Pleak 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 Pleak; 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 Pleak by making routine compliance and complaint food service inspections and investigations in the County's jurisdiction during normal operating hours.

FAIR COMPENSATION

Pleak 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

Pleak 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 Pleak harmless for damages resulting solely from negligent acts or omissions of the County under this Agreement.

TERM

This Agreement shall begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

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

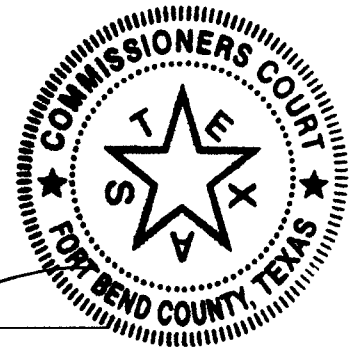
To Pleak: **Village of Pleak**
6621 FM 2218 South
Richmond, Texas 77469

EXECUTED this 20 day of October, 2010.


FORT BEND COUNTY

By:


Robert E. Hebert, County Judge
November 9, 2010

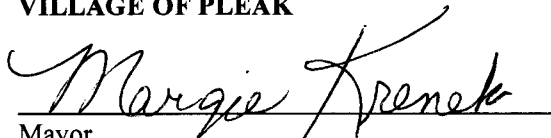


ATTEST:


Dianne Wilson, County Clerk

VILLAGE OF PLEAK

By:


Mayor

ATTEST:


Secretary

MTR/nm: PLEAK.Food Service: 3170- (09/13/10)