

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SUGAR LAND
AND FORT BEND COUNTY**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE by and between the City of Sugar Land, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County").

BACKGROUND

On November 6, 2007 the City entered into a Strategic Partnership Agreement with Fort Bend Municipal Utility District Nos. 106,108 and 109 (Districts), as authorized by Sec. 43.0751, Tex. Local Gov't Code. Pursuant to the Strategic Partnership Agreement, the City adopted Ordinance No. 1680 on May 6, 2008 (the Limited Purpose Annexation Ordinance) that, among other things, annexes land within the Districts for limited purposes, temporarily zones the annexed land as provided in the Ordinance, and applies the City's ordinances regulating or relating to the use of land and the construction, alteration, or maintenance of buildings and structures, including permits and fee requirements, to the annexed land. The City's ordinances relating to the construction, alteration or maintenance of buildings and structures include the codes listed in Chapter 7 of the City's Development Code (Building Ordinances).

The Building Ordinances include the City's fire code(s). The City inspects buildings, excluding single family residential buildings and duplexes, for compliance with the City's fire code requirements. The County, also, applies its fire code regulations to the annexed land and inspects buildings according to the County's fire regulations. Because the City's fire code requirements are more stringent than the County's fire code regulations and to avoid conflicts between the City's and County's fire code requirements, the City and County have determined that the City will conduct the sole inspections of buildings, excluding single family residential buildings and duplexes, using the City's fire code requirements. Also, at the County's request, the City will conduct any arson investigations of buildings, excluding single family residential buildings and duplexes, pursuant to state law within the annexed land.

The Limited Purpose Annexation Ordinance does not apply the City's food establishment ordinance to the Annexed Land. Under authority granted in Section 791.011, Tex. Gov't Code, the City and County have agreed that the City will conduct food inspections of food establishments, as defined herein, within the annexed land for the County pursuant to the County's applicable food establishment rules and permit fee requirements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

Annexed Land means the land annexed for limited purposes within Fort Bend Municipal Utility District Nos. 106, 108, and 109 by City of Sugar Land Ordinance No. 1680 approved on final consideration on May 6, 2008.

Building Ordinances means the City's ordinances relating to the construction, alteration or maintenance of buildings and structures, which include those ordinances listed in Chapter 7 of the City's Development Code.

City means the City of Sugar Land, Texas.

County means Fort Bend County, Texas.

Districts mean Fort Bend Municipal Utility District Nos. 106, 108 and 109.

Fee Schedule means the County's Retail Food Establishments Permits/Inspection Fee Schedule attached as Exhibit A, which is incorporated into this Agreement, as such may be amended by the County during the term of this Agreement.

Fire Code means the City's fire code(s) adopted by City ordinance and made applicable to the Annexed Land pursuant to the Limited Purpose Annexation Ordinance.

Food Establishment means an operation located within a building that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, such as a restaurant or retail food store.

Food Establishment Rules means the County's Rules for Regulating Food Establishments in Fort Bend County, Texas adopted on November 7, 2006, as such may be amended by the County during the term of this Agreement.

Limited Purpose Annexation Ordinance means the City of Sugar Land Ordinance No. 1680 approved on final consideration on May 6, 2008.

Strategic Partnership Agreement means the Strategic Partnership Agreement entered into between the City and Fort Bend Municipal Utility District Nos. 106, 108 and 109 on November 6, 2007, as authorized by Sec. 43.0751, Tex. Local Gov't Code.

**ARTICLE II
INCORPORATION OF BACKGROUND STATEMENTS**

The representations, covenants and recitations set forth in the foregoing background are material to this Agreement and are incorporated into this Agreement.

**ARTICLE III
PARTIES' OBLIGATIONS**

Pursuant to authority granted in Section 791.011, Tex. Gov't Code the City and County agree that:

- (1) The City is the sole enforcement authority within the Annexed Land as to fire and building regulations applicable to buildings, excluding single family residential buildings and duplexes, and will apply the Fire Code and other Building Ordinances, as provided in the Limited Purpose Annexation Ordinance and the Strategic Partnership Agreement;
- (2) The City will conduct arson investigations of buildings, excluding single family residential buildings and duplexes, pursuant to state law within the Annexed Land that are currently provided by the County; and
- (3) The City will inspect Food Establishments located within the Annexed Land currently provided by the County, using the County's Food Establishment Rules, Fee Structure for Food Establishments, and permit form. The City will respond to and investigate complaints regarding a Food Establishment's noncompliance with the County's Food Establishment Rules.

**ARTICLE IV
CONSIDERATION**

The consideration for this Agreement is:

- (1) The City retaining all the permit fees for the Food Establishments;
- (2) The City being the sole enforcement authority within the Annexed Land as to fire and building regulations applicable to buildings, excluding single family residential buildings and duplexes, under the Limited Purpose Annexation Ordinance; and
- (3) Other good and valuable consideration.

The consideration for this Agreement fairly compensates the City for the services and functions performed under this Agreement.

**ARTICLE V
TERM**

The term of this Agreement begins on the later date of the parties' signatures and ends on the date of final reading of the City ordinance annexing the Annexed Land for full purposes, as provided in the Strategic Partnership Agreement.

**ARTICLE VI
TERMINATION**

Either party may terminate this Agreement by providing 30 days prior written notice to the other party.

**ARTICLE VII
MISCELLANEOUS**

5.1. No Third Party Beneficiaries. The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

5.2 Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

City of Sugar Land
2700 Town Center Blvd. N.
P.O. Box 110
Sugar Land, Texas 77487-0110
(281) 275-2218
(281)275-2771 fax
Attention: City Manager

Fort Bend County Environmental Health Dept.
4520 Reading Road, Suite A
Rosenberg, Texas 77471
(281)-342-7469
(281) 342-5572 fax
Attention: Troy Scalco, Director

Fort Bend County Fire Marshal
1521 Eugene Heimann Circle, Suite 114
Richmond, Texas 77469
(281)-238-1500
(281)-342-0431 fax
Attn: Vance Cooper, Fire Marshal

5.3 Current Revenues. All obligations to be paid by a party are payable from current revenues available to the paying party.

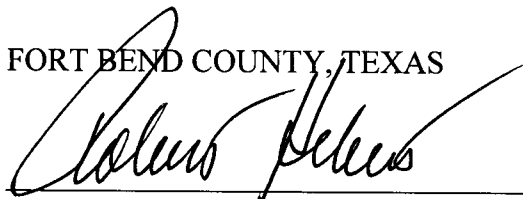
5.4. Invalid Provision. If any of the provisions contained in this Agreement are deemed invalid, such invalidity will not effect the other provisions and the Agreement will be construed as if the invalid provision had never been contained in this Agreement.

5.5. Governing Law. This Agreement is governed by the laws of the state of Texas.

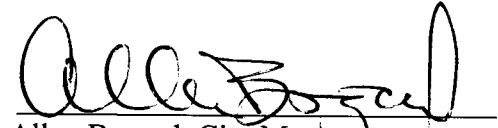
5.6. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this

instrument shall be of no force or effect, unless a subsequent modification in writing is signed by the parties. This Agreement represents the entire agreement between the parties.


This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

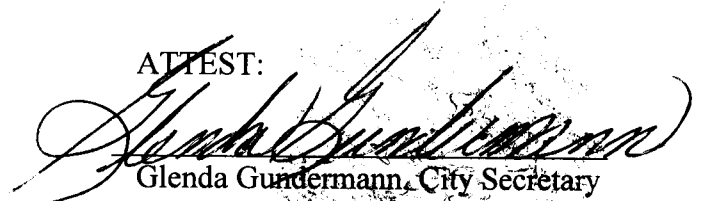
FORT BEND COUNTY, TEXAS

Robert E. Hebert, Fort Bend County Judge

Date: August 28, 2012

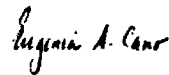
CITY OF SUGAR LAND

Allen Bogard, City Manager

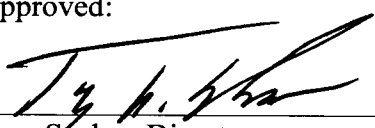
Date: August 21, 2012

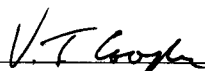
ATTEST: 
Dianne Wilson, Fort Bend County Clerk

ATTEST: 
Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:



Approved:

Troy Scalco, Director
Environmental Services Department


Vance Cooper
Fort Bend County Fire Marshal

