

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

AGENDA ITEM

18 A+B

Date Submitted: 11/09/09

Submitted By: Nicole Mehrens, County Attorney's Office

Court Agenda Date: 11/17/09

Department: H.H.S. / Environmental Health

Phone Number: 281-341-4555

SUMMARY OF ITEM:

Take all appropriate action on renewal Agreements for the Inspection of Newly Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance Between Fort Bend County and: City of Fulshear, City of Simonton, City of Weston Lakes, Village of Fairchilds, and Village of Pleak.

Take all appropriate action on renewal Agreements for the Inspection of Food Service Establishments between Fort Bend County and: City of Beasley, City of Fulshear, City of Kendleton, City of Needville, City of Orchard, City of Simonton, City of Weston Lakes, Village of Fairchilds, and Village of Pleak.

RENEWAL AGREEMENT/APPOINTMENT

YES ☒ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

Account Number: NOV 09 2009

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
RECEIVED

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

If by Fax to (281) 341-8609

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

| | |
|--|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774) | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954) | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022) | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input checked="" type="checkbox"/> Other: <u>Dr. Galloway, Health & Human Serv.</u> | <input checked="" type="checkbox"/> County Atty. (281-341-4557) |
| Other: <u>Troy Scalco, Environmental Health Division</u> | |

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

11-24-09 1 orig. each ret. to Nicole at Co. Attorney

**AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED
ON-SITE SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND CITY OF FULSHEAR**

WHEREAS, this Agreement is authorized in accordance with Chapter 366 of the Texas Health and Safety Code and is entered into by and between **Fort Bend County**, (hereinafter referred to as “County”), and the **City of Fulshear**, (hereinafter referred to as “Municipality”).

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

WHEREAS, on April 7, 1998 the County duly passed an Order for On-Site Sewage Disposal regulating the installation, modification and use of septic systems within the unincorporated areas of Fort Bend County, Texas as well as the incorporated cities or towns in Fort Bend County, Texas that execute intergovernmental contracts with the County;

WHEREAS, Municipality desires the County, through the Fort Bend County Environmental Health Department, to make inspection of on-site sewage disposal systems at new construction sites located within the incorporated city limits of Municipality to determine compliance with state laws and to investigate On-Site Sewage Facility (OSSF) nuisance complaints;

WHEREAS, the County desires to assist Municipality by designating the Fort Bend County Environmental Health Department as the Administrator authorized to conduct inspections of on-site sewage disposal systems at new construction sites within the incorporated city limits of Municipality to determine compliance with state laws and to investigate OSSF nuisance complaints; and

WHEREAS, Municipality desires to be bound by County's On-Site Sewage Disposal Regulations and further desires to enter into an intergovernmental contract with County formalizing these desires.

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

TERMS

1. Municipality hereby adopts County's On-Site Sewage Disposal Regulations and agrees to be bound by its provisions.
2. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by making its usual and customary inspections

of on-site sewage disposal systems for new construction sites within the County's jurisdiction.

3. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by investigating complaints, in County's usual and customary manner, received by Municipality regarding *existing* on-site sewage disposal systems.
4. All fees shall be paid directly to Fort Bend County.
5. **NO** funds received by Fort Bend County for payment of inspection and/or permit fees for inspections or permits contemplated hereunder shall become the property of Municipality nor shall any inspection and/or permit fees be paid to Municipality.
6. Municipality agrees to adopt its fees for inspections, re-inspections, and/or permits in the amounts determined by the County.
7. Municipality shall pay, upon demand by the County, any expenses or costs associated or incurred in connection with the enforcement of the County's On-Site Sewage Disposal Regulations.
8. To the extent permitted by law, Municipality 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 Fort Bend County Environmental Health Department.
9. This Agreement shall be effective **October 1, 2009** through **September 30, 2010**, and must be renewed annually thereafter.
10. It is further understood and agreed that this Agreement may be terminated by either party giving thirty (30) days written notice.
11. The status of the County shall at all times be that of an INDEPENDENT CONTRACTOR and not as the master/servant, principal/agent, employer/employee, or a partner of Municipality.
12. County's inspectors performing duties under this Agreement shall at all times remain county employees subject to the same benefits and restrictions as any other county employees.
13. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the following addresses:

To County:

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

Copy To:

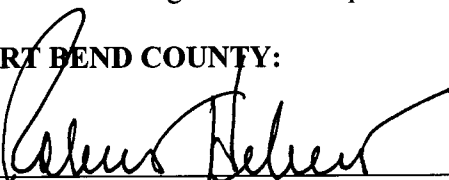
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

To Municipality:

City of Fulshear
P.O. Box 279
Fulshear, Texas 77441
Attention: Mayor

WITNESS the signatures of all parties hereto on the dates so indicated.

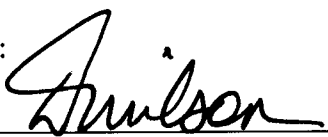
FORT BEND COUNTY:



Robert E. Hebert, County Judge

11-17-09
Date

ATTEST:



Dianne Wilson, County Clerk

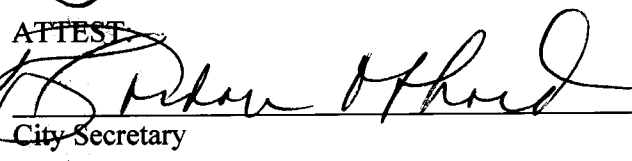
CITY OF FULSHEAR:



Mayor

10-27-09
Date

ATTEST:



City Secretary

PJS/nm: Fulshear OSSF.agr: 3170- (09/28/09)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED ON-SITE
SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND CITY OF FULSHEAR**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of
Commissioner Mayers, seconded by Commissioner Patterson,
duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the
Agreement between Fort Bend County and the City of Fulshear for the Inspection of Newly
Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance, said
Agreement being incorporated herein by reference for all purposes as though fully set forth
herein word for word.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED
ON-SITE SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND CITY OF SIMONTON**

WHEREAS, this Agreement is authorized in accordance with Chapter 366 of the Texas Health and Safety Code and is entered into by and between **Fort Bend County**, (hereinafter referred to as “County”), and the **City of Simonton**, (hereinafter referred to as “Municipality”).

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

WHEREAS, on April 7, 1998 the County duly passed an Order for On-Site Sewage Disposal regulating the installation, modification and use of septic systems within the unincorporated areas of Fort Bend County, Texas as well as the incorporated cities or towns in Fort Bend County, Texas that execute intergovernmental contracts with the County;

WHEREAS, Municipality desires the County, through the Fort Bend County Environmental Health Department, to make inspection of on-site sewage disposal systems at new construction sites located within the incorporated city limits of Municipality to determine compliance with state laws and to investigate On-Site Sewage Facility (OSSF) nuisance complaints;

WHEREAS, the County desires to assist Municipality by designating the Fort Bend County Environmental Health Department as the Administrator authorized to conduct inspections of on-site sewage disposal systems at new construction sites within the incorporated city limits of Municipality to determine compliance with state laws and to investigate OSSF nuisance complaints; and

WHEREAS, Municipality desires to be bound by County's On-Site Sewage Disposal Regulations and further desires to enter into an intergovernmental contract with County formalizing these desires.

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

TERMS

1. Municipality hereby adopts County's On-Site Sewage Disposal Regulations and agrees to be bound by its provisions.
2. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by making its usual and customary inspections

of on-site sewage disposal systems for new construction sites within the County's jurisdiction.

3. When requested by Municipality, County will assist Municipality, during normal business hours and as workload permits, by investigating complaints, in County's usual and customary manner, received by Municipality regarding *existing* on-site sewage disposal systems.
4. All fees shall be paid directly to Fort Bend County.
5. **NO** funds received by Fort Bend County for payment of inspection and/or permit fees for inspections or permits contemplated hereunder shall become the property of Municipality nor shall any inspection and/or permit fees be paid to Municipality.
6. Municipality agrees to adopt its fees for inspections, re-inspections, and/or permits in the amounts determined by the County.
7. Municipality shall pay, upon demand by the County, any expenses or costs associated or incurred in connection with the enforcement of the County's On-Site Sewage Disposal Regulations.
8. To the extent permitted by law, Municipality 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 Fort Bend County Environmental Health Department.
9. This Agreement shall be effective **October 1, 2009** through **September 30, 2010**, and must be renewed annually thereafter.
10. It is further understood and agreed that this Agreement may be terminated by either party giving thirty (30) days written notice.
11. The status of the County shall at all times be that of an INDEPENDENT CONTRACTOR and not as the master/servant, principal/agent, employer/employee, or a partner of Municipality.
12. County's inspectors performing duties under this Agreement shall at all times remain county employees subject to the same benefits and restrictions as any other county employees.
13. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the following addresses:

To County:

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

Copy To:

Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

To Municipality:

City of Simonton
P.O. Drawer A
Simonton, Texas 77476
Attention: Mayor

WITNESS the signatures of all parties hereto on the dates so indicated.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

11-17-09
Date

ATTEST:



Dianne Wilson, Fort Bend County Clerk

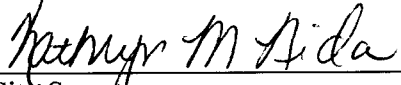
CITY OF SIMONTON:



Mayor

10/21/09
Date

ATTEST:



City Secretary

PJS/nm: Simonton.OSSF.agr: 3170- (09/28/09)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED ON-SITE
SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND CITY OF SIMONTON**

On this the day, the Commissioners Court of Fort Bend County, Texas, upon motion of
Commissioner Meyers, seconded by Commissioner Patterson,
duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the
Agreement between Fort Bend County and the City of Simonton for the Inspection of Newly
Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance, said
Agreement being incorporated herein by reference for all purposes as though fully set forth
herein word for word.

STATE OF TEXAS

COUNTY OF FORT BEND

**AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED
ON-SITE SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND CITY OF WESTON LAKES**

WHEREAS, this Agreement is authorized in accordance with Chapter 366 of the Texas Health and Safety Code and is entered into by and between **Fort Bend County**, (hereinafter referred to as “County”), and the **City of Weston Lakes**, (hereinafter referred to as “Municipality”).

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

WHEREAS, on April 7, 1998 the County duly passed an Order for On-Site Sewage Disposal regulating the installation, modification and use of septic systems within the unincorporated areas of Fort Bend County, Texas as well as the incorporated cities or towns in Fort Bend County, Texas that execute intergovernmental contracts with the County;

WHEREAS, Municipality desires the County, through the Fort Bend County Environmental Health Department, to make inspection of on-site sewage disposal systems at new construction sites located within the incorporated city limits of Municipality to determine compliance with state laws and to investigate On-Site Sewage Facility (OSSF) nuisance complaints;

WHEREAS, the County desires to assist Municipality by designating the Fort Bend County Environmental Health Department as the Administrator authorized to conduct inspections of on-site sewage disposal systems at new construction sites within the incorporated city limits of Municipality to determine compliance with state laws and to investigate OSSF nuisance complaints; and

WHEREAS, Municipality desires to be bound by County's On-Site Sewage Disposal Regulations and further desires to enter into an intergovernmental contract with County formalizing these desires.

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

TERMS

1. Municipality hereby adopts County's On-Site Sewage Disposal Regulations and agrees to be bound by its provisions.
2. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by making its usual and customary inspections

of on-site sewage disposal systems for new construction sites within the County's jurisdiction.

3. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by investigating complaints, in County's usual and customary manner, received by Municipality regarding *existing* on-site sewage disposal systems.
4. All fees shall be paid directly to Fort Bend County.
5. **NO** funds received by Fort Bend County for payment of inspection and/or permit fees for inspections or permits contemplated hereunder shall become the property of Municipality nor shall any inspection and/or permit fees be paid to Municipality.
6. Municipality agrees to adopt its fees for inspections, re-inspections, and/or permits in the amounts determined by the County.
7. Municipality shall pay, upon demand by the County and approval by Municipality's City Council, any expenses or costs associated or incurred in connection with the enforcement of the County's On-Site Sewage Disposal Regulations.
8. To the extent permitted by law, Municipality 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 Fort Bend County Environmental Health Department.
9. This Agreement shall be effective **October 1, 2009** through **September 30, 2010**, and must be renewed annually thereafter.
10. It is further understood and agreed that this Agreement may be terminated by either party giving thirty (30) days written notice.
11. The status of the County shall at all times be that of an INDEPENDENT CONTRACTOR and not as the master/servant, principal/agent, employer/employee, or a partner of Municipality.
12. County's inspectors performing duties under this Agreement shall at all times remain county employees subject to the same benefits and restrictions as any other county employees.
13. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the following addresses:

To County:

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

Copy To:

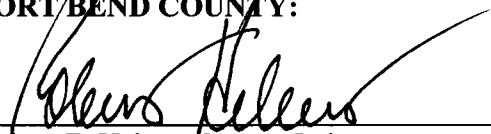
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

To Municipality:

City of Weston Lakes
P.O. Box 1082
Fulshear, Texas 77441
Attention: Mayor

WITNESS the signatures of all parties hereto on the dates so indicated.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

11-17-09

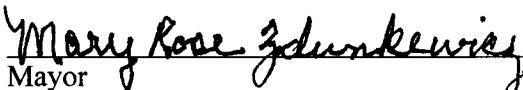
Date

ATTEST:



Dianne Wilson, County Clerk

CITY OF WESTON LAKES:



Mayor

October 28, 2009

Date

ATTEST:



City Secretary

PJS/nm: Weston Lakes OSSF.agr: 3170- (09/28/09)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED ON-SITE
SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND CITY OF WESTON LAKES**

On this the day, the Commissioners Court of Fort Bend County, Texas, upon motion of
Commissioner Meyers, seconded by Commissioner Patterson,
duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the
Agreement between Fort Bend County and the City of Weston Lakes for the Inspection of Newly
Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance, said
Agreement being incorporated herein by reference for all purposes as though fully set forth
herein word for word.

STATE OF TEXAS
COUNTY OF FORT BEND

**AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED
ON-SITE SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND VILLAGE OF FAIRCHILDS**

WHEREAS, this Agreement is authorized in accordance with Chapter 366 of the Texas Health and Safety Code and is entered into by and between **Fort Bend County**, (hereinafter referred to as “County”), and the **Village of Fairchilds** (hereinafter referred to as “Municipality”).

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

WHEREAS, on April 7, 1998 the County duly passed an Order for On-Site Sewage Disposal regulating the installation, modification and use of septic systems within the unincorporated areas of Fort Bend County, Texas as well as the incorporated cities or towns in Fort Bend County, Texas that execute intergovernmental contracts with the County;

WHEREAS, Municipality desires the County, through the Fort Bend County Environmental Health Department, to make inspection of on-site sewage disposal systems at new construction sites located within the incorporated city limits of Municipality to determine compliance with state laws and to investigate On-Site Sewage Facility (OSSF) nuisance complaints;

WHEREAS, the County desires to assist Municipality by designating the Fort Bend County Environmental Health Department as the Administrator authorized to conduct inspections of on-site sewage disposal systems at new construction sites within the incorporated city limits of Municipality to determine compliance with state laws and to investigate OSSF nuisance complaints; and

WHEREAS, Municipality desires to be bound by County's On-Site Sewage Disposal Regulations and further desires to enter into an intergovernmental contract with County formalizing these desires.

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

TERMS

1. Municipality hereby adopts County's On-Site Sewage Disposal Regulations and agrees to be bound by its provisions.
2. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by making its usual and customary inspections

of on-site sewage disposal systems for new construction sites within the County's jurisdiction.

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4. All fees shall be paid directly to Fort Bend County.
5. **NO** funds received by Fort Bend County for payment of inspection and/or permit fees for inspections or permits contemplated hereunder shall become the property of Municipality nor shall any inspection and/or permit fees be paid to Municipality.
6. Municipality agrees to adopt its fees for inspections, re-inspections, and/or permits in the amounts determined by the County.
7. Municipality shall pay, upon demand by the County, any expenses or costs associated or incurred in connection with the enforcement of the County's On-Site Sewage Disposal Regulations.
8. To the extent permitted by law, Municipality 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 Fort Bend County Environmental Health Department.
9. This Agreement shall be effective **October 1, 2009** through **September 30, 2010**, and must be renewed annually thereafter.
10. It is further understood and agreed that this Agreement may be terminated by either party giving thirty (30) days written notice.
11. The status of the County shall at all times be that of an INDEPENDENT CONTRACTOR and not as the master/servant, principal/agent, employer/employee, or a partner of Municipality.
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13. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the following addresses:

To County:

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

Copy To:

Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

To Municipality:

Village of Fairchilds
8713 Fairchilds Road
Richmond, Texas 77469
Attention: Mayor

WITNESS the signatures of all parties hereto on the dates so indicated.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

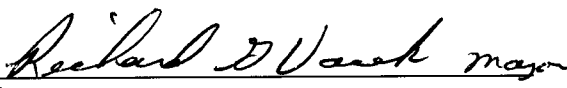
11-17-09
Date

ATTEST:



Dianne Wilson, County Clerk

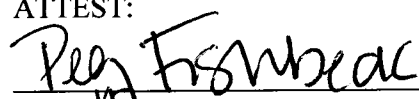
VILLAGE OF FAIRCHILDS:



Mayor

10-15-09
Date

ATTEST:



Secretary

PJS/nm: Fairchilds OSSF agr: 3170- (09/28/09)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED ON-SITE
SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND VILLAGE OF FAIRCHILDS**

On this the day, the Commissioners Court of Fort Bend County, Texas, upon motion of
Commissioner Meyers, seconded by Commissioner Patterson,
duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the
Agreement between Fort Bend County and the Village of Fairchilds for the Inspection of Newly
Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance, said
Agreement being incorporated herein by reference for all purposes as though fully set forth
herein word for word.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED
ON-SITE SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND VILLAGE OF PLEAK**

WHEREAS, this Agreement is authorized in accordance with Chapter 366 of the Texas Health and Safety Code and is entered into by and between **Fort Bend County**, (hereinafter referred to as “County”), and the **Village of Pleak**, (hereinafter referred to as “Municipality”).

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

WHEREAS, on April 7, 1998 the County duly passed an Order for On-Site Sewage Disposal regulating the installation, modification and use of septic systems within the unincorporated areas of Fort Bend County, Texas as well as the incorporated cities or towns in Fort Bend County, Texas that execute intergovernmental contracts with the County;

WHEREAS, Municipality desires the County, through the Fort Bend County Environmental Health Department, to make inspection of on-site sewage disposal systems at new construction sites located within the incorporated city limits of Municipality to determine compliance with state laws and to investigate On-Site Sewage Facility (OSSF) nuisance complaints;

WHEREAS, the County desires to assist Municipality by designating the Fort Bend County Environmental Health Department as the Administrator authorized to conduct inspections of on-site sewage disposal systems at new construction sites within the incorporated city limits of Municipality to determine compliance with state laws and to investigate OSSF nuisance complaints; and

WHEREAS, Municipality desires to be bound by County's On-Site Sewage Disposal Regulations and further desires to enter into an intergovernmental contract with County formalizing these desires.

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

TERMS

1. Municipality hereby adopts County's On-Site Sewage Disposal Regulations and agrees to be bound by its provisions.
2. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by making its usual and customary inspections

of on-site sewage disposal systems for new construction sites within the County's jurisdiction.

3. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by investigating complaints, in County's usual and customary manner, received by Municipality regarding *existing* on-site sewage disposal systems.
4. All fees shall be paid directly to Fort Bend County.
5. **NO** funds received by Fort Bend County for payment of inspection and/or permit fees for inspections or permits contemplated hereunder shall become the property of Municipality nor shall any inspection and/or permit fees be paid to Municipality.
6. Municipality agrees to adopt its fees for inspections, re-inspections, and/or permits in the amounts determined by the County.
7. Municipality shall pay, upon demand by the County, any expenses or costs associated or incurred in connection with the enforcement of the County's On-Site Sewage Disposal Regulations.
8. To the extent permitted by law, Municipality 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 Fort Bend County Environmental Health Department.
9. This Agreement shall be effective **October 1, 2009** through **September 30, 2010**, and must be renewed annually thereafter.
10. It is further understood and agreed that this Agreement may be terminated by either party giving thirty (30) days written notice.
11. The status of the County shall at all times be that of an INDEPENDENT CONTRACTOR and not as the master/servant, principal/agent, employer/employee, or a partner of Municipality.
12. County's inspectors performing duties under this Agreement shall at all times remain county employees subject to the same benefits and restrictions as any other county employees.
13. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the following addresses:

To County:

**Fort Bend County
Environmental Health Department**
4520 Reading Road, Suite A
Rosenberg, Texas 77471
Attention: Troy Scalco, Director
Telephone: (281) 342-7469
Fax: (281) 342-5572

Copy To:

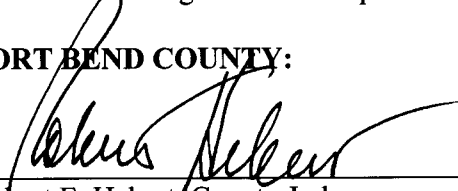
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

To Municipality:

Village of Pleak
6621 FM 2218
Richmond, Texas 77469
Attention: Mayor

WITNESS the signatures of all parties hereto on the dates so indicated.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

11-17-09

Date

ATTEST:



Dianne Wilson, Fort Bend County Clerk

VILLAGE OF PLEAK:



Margie Krenak
Mayor

10-21-09

Date

ATTEST:



Ruth Elster
Secretary

PJS/nm: Pleak OSSF agr: 3170- (09/28/09)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED ON-SITE
SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE
BETWEEN FORT BEND COUNTY AND VILLAGE OF PLEAK**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of
Commissioner Meyers, seconded by Commissioner Patterson,
duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the
Agreement between Fort Bend County and the Village of Pleak for the Inspection of Newly
Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance, said
Agreement being incorporated herein by reference for all purposes as though fully set forth
herein word for word.

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 be effective **October 1, 2009** through **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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

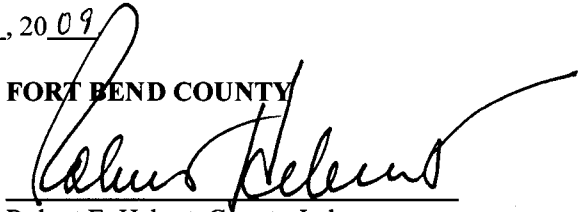
copy to: **Fort Bend County Attorney**
301 Jackson, Suite 728
Richmond, Texas 77469
Attn: Roy L. Cordes, Jr., County Attorney
Phone: (281) 341-4555
Fax: (281) 341-4557

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


EXECUTED this 17 day of November, 2009

FORT BEND COUNTY

By:


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

CITY OF BEASLEY

By:


Mayor

ATTEST:



City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF BEASLEY
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this the day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Beasley, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**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.

INDEMNIFICATION

Fulshear 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 be effective **October 1, 2009** thru **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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

EXECUTED this 17 day of November, 2009.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

ATTEST: _____

Dianne Wilson, County Clerk

CITY OF FULSHEAR

By: _____

Mayor

ATTEST: _____

City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF FULSHEAR
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Fulshear, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

**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 be effective **October 1, 2009** thru **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving 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

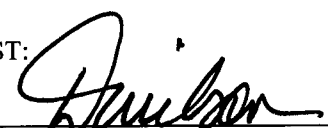
EXECUTED this 17 day of November, 2009.

FORT BEND COUNTY

By:


Robert E. Hebert, County Judge

ATTEST:



Dianne Wilson, County Clerk

CITY OF KENDLETON

By:


Mayor

ATTEST:


City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF KENDLETON
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this the 17 day of NOV., 2009, the Commissioners Court of Fort Bend
County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner
Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement
between Fort Bend County and the City of Kendleton for the inspection of food service establishments.
Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein
word for word.

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 be effective **October 1, 2009** thru **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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

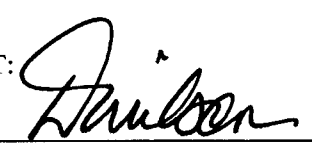
EXECUTED this 17 day of November, 2009.

FORT BEND COUNTY

By:


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

CITY OF NEEDVILLE

By:


Mayor

ATTEST:


City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF NEEDVILLE
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Needville, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
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 be effective **October 1, 2009** thru **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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 17 day of November, 20 .

FORT BEND COUNTY

By:


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

CITY OF ORCHARD

By:


Mayor

ATTEST:


City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF ORCHARD
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this the day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Orchard, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
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 be effective **October 1, 2009** thru **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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 17 day of November 2009.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

ATTEST: _____

Dianne Wilson, County Clerk

CITY OF SIMONTON

By: _____

Mayor

ATTEST: _____

City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SIMONTON
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Simonton, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
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 be effective **October 1, 2009** thru **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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 17 day of November, 2009.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

ATTEST: _____

Dianne Wilson, County Clerk

CITY OF WESTON LAKES

By: _____

Mayor

ATTEST: _____

City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF
WESTON LAKES FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Weston Lakes, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

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 be effective **October 1, 2009** through **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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 17 day of November, 2009.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

ATTEST: _____

Dianne Wilson, County Clerk

VILLAGE OF FAIRCHILDS

By: _____

Mayor

ATTEST: _____

Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND THE VILLAGE OF FAIRCHILDS
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of
Commissioner Meyers, seconded by Commissioner Patterson, duly put
and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement
between Fort Bend County and the Village of Fairchilds, for the inspection of food service
establishments. Said Agreement being incorporated herein by reference for all purposes as though fully
set forth herein word for word.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**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 be effective **October 1, 2009** thru **September 30, 2010** and must be renewed annually thereafter. It is further understood and agreed that this Agreement may be terminated by either party by giving thirty (30) days written notice.

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 17 day of November, 2009

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

ATTEST: _____

Dianne Wilson, County Clerk

VILLAGE OF PLEAK

By: _____

Mayor

ATTEST: _____

Secretary

PJS/mm: PLEAK.Food Service: 3170- (09/28/09)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND THE VILLAGE OF PLEAK
FOR THE INSPECTION OF FOOD SERVICE ESTABLISHMENTS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the Village of Pleak, for the inspection of food service establishments. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.