

THE 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 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 with 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 Bount 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 inspection, 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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
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's fees, arising out of the performance of duties by the Fort Bend County Environmental Health Department.
9. This Agreement shall begin on **October 1, 2010**, and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter.
10. It is further understood and agreed that this Agreement may be terminated with or without cause 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, TX 77471
Attn: Troy Scalco, Director

Copy to:

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

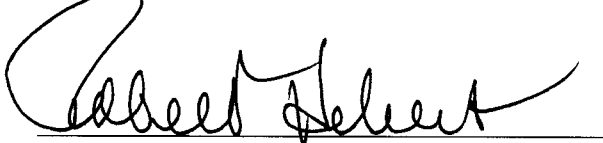
Phone: (281) 342-7469
Fax: (281) 342-5572

To Municipality:

City of Fulshear
P. O. Box 279
Fulshear, TX 77441
Attn: Mayor


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

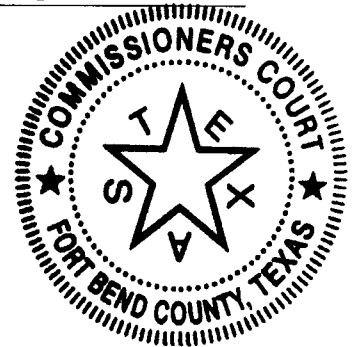
FORT BEND COUNTY:


Robert E. Hebert, County Judge

11-9-10
Date

ATTEST:


Dianne Wilson, County Clerk

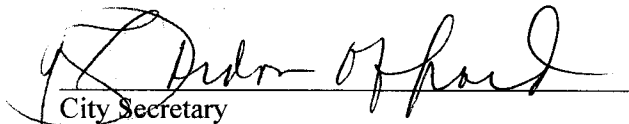


CITY OF FULSHEAR:


Mayor

10-4-10
Date

ATTEST:


City Secretary

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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter.
10. It is further understood and agreed that this Agreement may be terminated with or without cause 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:

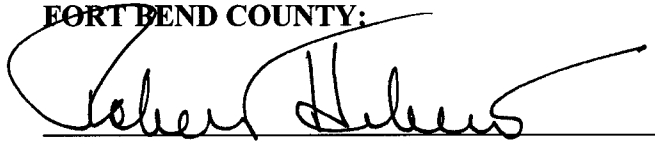
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

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:



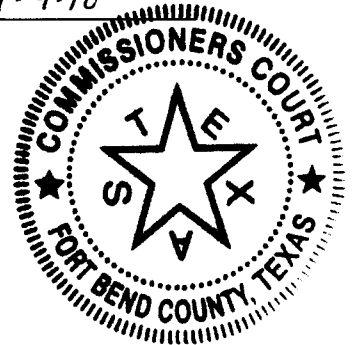
Robert E. Hebert, County Judge

11-9-10
Date

ATTEST:



Dianne Wilson, Fort Bend County Clerk



CITY OF SIMONTON:



Mayor

9-21-10
Date

ATTEST:



City Secretary

MTR/nm: Simonton.OSSF.agr: 3170- (09/13/10)

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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter.
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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:

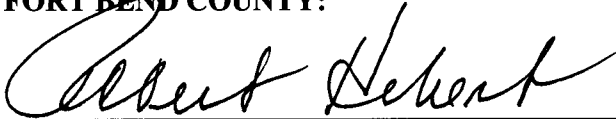
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

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

11-9-10

Date

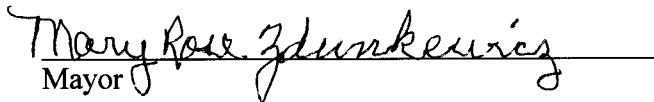
ATTEST:



Dianne Wilson, County Clerk



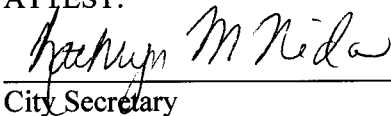
CITY OF WESTON LAKES:


Mayor

9/28/10

Date

ATTEST:


City Secretary

MTR/nm: Weston Lakes OSSF.agr: 3170- (09/13/10)

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.

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 begin on **October 1, 2010** and shall automatically renew on each anniversary, subject to the same terms and conditions, thereafter.
10. It is further understood and agreed that this Agreement may be terminated with or without cause 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:



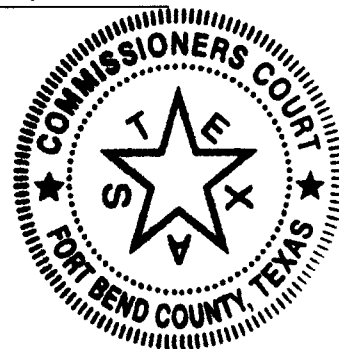
Robert E. Hebert, County Judge

11-9-10
Date


ATTEST:



Dianne Wilson, County Clerk



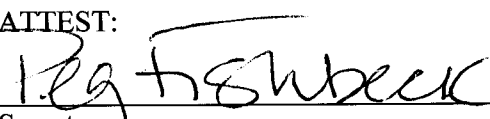
VILLAGE OF FAIRCHILDS:



Mayor

10-11-10
Date

ATTEST:



Secretary

MTR/nm: Fairchilds OSSF agr: 3170- (09/13/10)

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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.
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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.
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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:

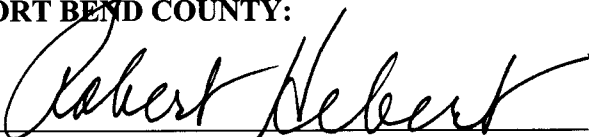
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

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.

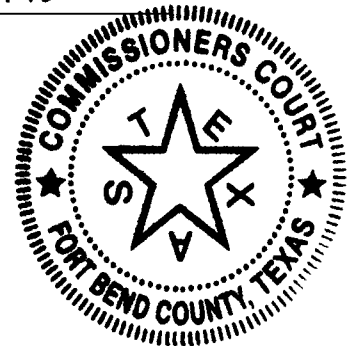
FORT BEND COUNTY:


Robert E. Hebert, County Judge

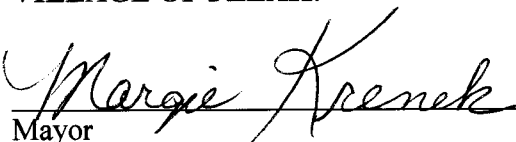
11-9-10
Date

ATTEST:


Dianne Wilson, Fort Bend County Clerk



VILLAGE OF PLEAK:


Mayor

10-20-10
Date

ATTEST:


Secretary

MTR/nm: Pleak.OSSF.agr: 3170- (09/13/10)