

- 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, 2008** through **September 30, 2009**, 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

Date

ATTEST:

Dianne Wilson, County Clerk

CITY OF WESTON LAKES:

Mayor

Date

ATTEST:

City Secretary

PJS/nh: Weston Lakes OSSF.agr: 3170- (10/03/08)

