

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ROCKWALL COUNTY
AND THE CITY OF ROCKWALL REGARDING SEPTIC SYSTEM INSPECTIONS**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Rockwall County, Texas, a political subdivision of the State of Texas (*hereinafter referred to as "COUNTY"*), and the City of Rockwall, a Home Rule Municipal Corporation within the State of Texas (*hereinafter referred to as "CITY."*)

WHEREAS, the CITY and the COUNTY have determined that a need exists to perform inspections on new and existing systems in the CITY; and

WHEREAS, the septic systems subject to this agreement are located either wholly or in part within the corporate boundaries of the CITY which is itself located wholly within the COUNTY; and

WHEREAS, the CITY and the COUNTY find that the septic system inspections referred to above will provide a public health benefit to the citizens of both the COUNTY and the CITY and that a cooperative effort by both parties, pursuant to Texas Government Code Chapter 791.011 (a), whereby the COUNTY and the CITY will agree upon the terms of said written agreement;

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

- A. The COUNTY agrees to perform inspection of new and existing septic systems (and to issue permits when applicable) through its County Environmental Health Coordinator and pursuant to the COUNTY'S Rules for Regulation of On-Site Sewage Facilities adopted on September 9, 2008, as amended, by the Rockwall County Commissioners Court and approved by the Texas Commission on Environmental Quality on February 11, 2009.
- B. The COUNTY shall collect all inspection fees based upon the following fee schedule:


(1) New Residential Inspections	\$500.00
(2) New Commercial Inspections	\$500.00
(3) Repair or Add-On Fee	\$100.00
(4) Re-Inspection Fee	\$100.00
- C. This Agreement is effective as of February 4, 2014 and will continue for a period of one (1) year ending February 3, 2015. Thereafter, the agreement shall be renewed automatically for an additional one year term unless either the CITY or the COUNTY gives the other party written notice of its desire not to renew the agreement at least ninety (90) days prior to the expiration of the then current term.
- D. The COUNTY agrees and is hereby bound to hold the CITY whole and harmless from any act or omission of any representative, agent, customer, employee and/or invitee of the COUNTY to the extent permitted by Texas law. The CITY agrees and is hereby bound to hold the COUNTY whole and harmless from any act or omission of any representative,

agent, customer, employee and/or invitee of the CITY to the extent permitted by Texas law.

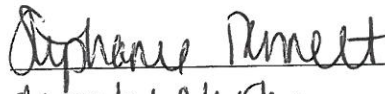
E. This agreement represents the entire understanding of both the CITY and the COUNTY and may not be changed, altered, or modified without the prior written consent of the CITY and the COUNTY.

EXECUTED THIS 14th day of January 2014.

Rockwall County

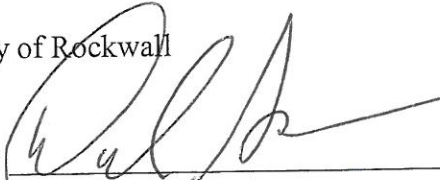
By: 
Honorable Jerry Hogan
Rockwall County Judge

Attest:

 Date: 1/14/14
deputy clerk

EXECUTED THIS ~~14~~ day of February 2014.

City of Rockwall

By: 
Mayor David Sweet
City of Rockwall

Attest:

 Date: 2/3/14