# INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS, AND THE CITY OF RHOME, TEXAS, FOR SEWERAGE FACILITY INSPECTIONS

This contract and agreement is made between Wise County, Texas *(hereinafter called "County")* and the City of Rhome, Texas, *(hereinafter referred to as "the City").*

**WHEREAS**, The City of Rhome, Texas, is a general law city located in Wise County, Texas, and the City desires to provide on-site sewerage facility services by contracting with Wise County for the provision of such services; and

**WHEREAS**, Wise County, by and through the Commissioners' Court, and the City agree that Wise County will provide certain sanitation services for the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

## I. OBLIGATIONS OF THE CONTRACTOR

1.1 Wise County, by and through the Wise County Department of Public Works, shall inspect and evaluate the individual on-site sewerage facilities (OSSF) within the City. Wise County, by and through the Wise County Department of Public Works, shall further comply with all present or future laws pertaining to the inspection and approval of OSSF within the State of Texas, including minimum State standards.

1.2 Wise County, by and through the Wise County Department of Public Works, shall further enforce reasonable rules and regulations in the conduct of its business, provided that such regulations including rights and charges shall be subject to the approval of the City, as provided by the laws of the State of Texas.

1.3 Wise County will provide all necessary equipment and personnel for said OSSF services under the terms of this contract agreement.

1.4 Wise County will be responsible for collecting a fee from each applicant for each permit issued for OSSF within the City. The amount of the fee shall initially be $360.00 for a standard system, $560.00 for non standard and a return inspection fee shall be ½ of original fee, but these fees may be modified in the future by the agreement of both parties.

Wise County will provide, upon request, a copy of the site evaluation and final inspection to the City.

## II. EXCLUSIVE RIGHTS

During the period of this contract, Wise County, by and through the Wise County Department of Public Works, shall have sole, exclusive right to maintain and supervise the on-site sewerage facilities of the City.

## III. DURATION OF THE CONTRACT

**This contract shall become effective for a period commencing from October 1, 2005 once it has been approved and executed by the appropriate governing bodies of both parties.**

**It is expressly agreed and understood between the Parties to this Agreement that this contract will automatically be renewed for an additional year, October 1, of each year, unless either party shall give written notice of intent to terminate this Contract and Agreement at least 60 days prior to the annual termination or renewal date. The contract may be unilaterally terminated by either Party on the annual renewal date if written notice is timely given. The Contract may also be terminated for cause in the event that either party materially breaches the terms of this Agreement.**

## IV. THE SANITARIAN'S STATUS

It is agreed by and between the Parties to the Contract that Wise County shall, as outlined in Section I, 1.3, furnish all necessary equipment, supplies, materials, and personnel necessary to carry out Wise County's obligations under the terms of this contract and in accordance with any and all application federal, state and local laws. Wise County will be responsible for maintaining any and all necessary insurance to cover damage to property and personal injuries which might result from the performance of the Wise County Department of Public Works Inspector or the Wise County Department of Public Works employees under the terms of this contract.

## V. COMPLIANCE WITH LAWS AND REGULATIONS

Both Parties to this contract understand and agree that it is the intent of both Parties for the OSSF of the City to cooperate fully and completely comply with all federal, state, and local laws, and regulations concerning waste disposal. Both parties to this agreement will use their best efforts to ensure continued compliance with all laws and regulations.

**APPROVED** by the City Council of Rhome, Texas in a (regular)(special) meeting held on the 13th day of October, 2005, and duplicate originals executed by the Mayor of Rhome, Texas pursuant to a Resolution of the City Council.

**CITY OF RHOME, TEXAS**

BY: _____

Print Name: Toby Hines, Mayor Pro Tem

**APPROVED** by the Commissioners' Court of Wise County, Texas, in a (regular)(special) meeting held on the 13 day of Oct, 2005, and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

**COUNTY OF WISE, TEXAS**

BY: _____

R.R. Chase, County Judge