

**INTERLOCAL AGREEMENT
BETWEEN SOMERVELL COUNTY AND THE CITY OF GLEN ROSE
FOR THE REGULATION OF ON-SITE SEWAGE FACILITIES**

THIS AGREEMENT entered into this ____ day of _____, 2022, between the City of Glen Rose, hereinafter called "CITY", and Somervell County hereinafter called "COUNTY" by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act, and for the purpose of providing certain services relating to the regulation of On-Site Sewage Facilities, hereinafter called "OSSF".

WHEREAS, the COUNTY and the CITY are authorized to enter this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

WHEREAS, the COUNTY and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

WHEREAS, the COUNTY has adopted an order regulating the construction and use of onsite sewage facilities to provide the citizens of the County with adequate public health protection and a minimum of environmental pollution;

WHEREAS, this Agreement for Interlocal cooperation between the parties to provide OSSF services by the COUNTY for the CITY is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned;

WHEREAS, the CITY desires to have the COUNTY provide OSSF services pursuant to Chapter 366 of the Texas Health and Safety Code, and 30 Texas Administrative Code, hereinafter referred to as the "Requirements";

WHEREAS, the public health, safety and welfare of the citizens of Somervell County and the City of Glen Rose would be best served by both parties entering into this Intergovernmental Cooperation Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Texas Intergovernmental Cooperation Act);

WHEREAS, by combining resources, the COUNTY and the CITY may provide a better, more cost-efficient enforcement of OSSF more to this area than could be accomplished with each entity acting alone;

WHEREAS, it is necessary and in the best interests of the COUNTY and the CITY to combine resources for the mutual benefit of their constituents;

WHEREAS, the COUNTY and the CITY specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, be it resolved that the Somervell County and the City of Glen Rose enter into this Intergovernmental Cooperation Agreement for the administration and operation of the Somervell County OSSF Program, as established by the COUNTY'S August 13, 2001 On-Site Sewage Disposal Order, within the CITY'S corporate limits.

1. CITY DUTIES

- a. Through its building permit program the CITY shall identify sites requiring OSSFs, notify the COUNTY about said sites, and direct building permit applicants for said sites to apply for an OSSF permit with Somervell County. For properties where the need for an OSSF has been identified, the CITY shall not issue a certificate of occupancy until the COUNTY has approved the required OSSF.
- b. The CITY authorizes the COUNTY to administer the COUNTY'S OSSF program within the City's corporate limits and to collect all permit and inspections fees and all fines or penalties associated with the COUNTY's administration of its OSSF program within the CITY's corporate limits as reimbursement for the OSSF services provided by the COUNTY.

2. COUNTY DUTIES

The COUNTY will perform services as detailed below under scope of services.

3. SCOPE OF SERVICES

The COUNTY shall perform the following services under the terms and conditions hereinafter stated, and the CITY hereby accepts and agrees to the following terms and conditions:

- a. PERMITTING SERVICES. The COUNTY shall review permit applications, issue permits to construct, and provide inspection services of on-site sewage disposal systems in accordance with applicable Texas Commission on Environmental Quality rules, and in accordance with the Somervell County Sewage Facility Order. The County shall provide enforcement of said rules as appropriate for the purposes of protecting public health and the mitigation of nuisance conditions. Appropriate and customary fees will be charged to the owner of the facilities and collected by the COUNTY as permitted by law.
- b. INSPECTION SERVICES. The COUNTY shall provide inspection services including, but not limited to, inspection of new and existing OSSFs for compliance with current rules and regulations.
- c. COMPLAINT INVESTIGATION AND ENFORCEMENT. The COUNTY shall provide complaint investigation/enforcement services as determined to be appropriate by COUNTY staff for those conditions that violate the Texas Health and Safety Code Chapter 341 and 366, the Texas Water Code Chapter 7, and the Somervell County On-Site Sewage Disposal Order. If a complaint is found to be valid, county inspectors shall present the case to the County Attorney's Office for prosecution and collect evidence and testify as necessary in court.
- d. DE-COMMISSIONING. The COUNTY shall ensure that any OSSF within the CITY to be abandoned is properly de-commissioned by its owner and inspected by COUNTY inspectors pursuant to the Texas Commission on Environmental Quality regulations and Sewage Facility Orders.

4. **ON-SITE SEWAGE DISPOSAL ORDER.** The Parties agree that the August 13, 2001 On-Site Sewage Disposal Order, and any lawfully adopted successor orders, shall apply to the CITY OF GLEN ROSE, and shall be enforceable by the COUNTY and its designated employees within the CITY OF GLEN ROSE.
5. **ON-SITE SEWAGE FEES.** The COUNTY shall continue to collect fees for On-Site Sewage services in accordance with the August 13, 2001 Order of the Commissioner's Court or any Order subsequently adopted by Commissioners Court. All fees that the County collects for this purpose shall be retained by the County.
6. **TIMES OF PERFORMANCE.** This Agreement shall become effective on January 1, 2023, shall continue in effect for five (5) years, until December 30, 2027, and shall automatically renew for successive five-year periods unless either party provides notice of intent to terminate this Agreement sixty (60) days prior to any renewal date.
7. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the Somervell County, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in Somervell County, Texas.
 - a. **Authority of the County.** The CITY expressly agrees that the COUNTY shall have authority to enforce all laws and County Orders applicable to On-site Sewage Facilities, within the jurisdiction of the CITY OF GLEN ROSE. The COUNTY further agrees that, in the absence of any conflicting law, the COUNTY shall have authority to enforce the laws of the State of Texas and Somervell County, Texas, concerning OSSFs within the jurisdiction of the CITY OF GLEN ROSE. The COUNTY shall provide copies of all the Somervell County, Texas Orders affecting On-Site Sewage Facilities upon execution of this Agreement and as requested by the CITY.
 - b. **Privileges and Immunities.** All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the COUNTY when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
 - c. **Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the COUNTY is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the COUNTY, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

- d. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE COUNTY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE COUNTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
 - e. Maximum Aggregate Liability. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, IN NO EVENT SHALL THE COUNTY'S AGGREGATE LIABILITY TO ANY OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID TO THE COUNTY UNDER THE TERMS OF THIS AGREEMENT.
 - f. Intentional Risk Allocation. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.
8. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses:

CITY

City of Glen Rose
Attn: Mayor Julia Douglas
201 NE Vernon Street
PO Box 1949
Glen Rose, Texas 76043

COUNTY

Somervell County
Attn: Judge Danny L. Chambers
107 NE Vernon
PO Box 851
Glen Rose, Texas 76043

9. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
10. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or

alteration of the terms shall be binding unless the same as in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SOMERVELL COUNTY

Approved this _____ day of _____, 2022.

Danny L. Chambers, County Judge

ATTEST:

Michelle Reynolds, County Clerk

CITY OF GLEN ROSE

Approved this _____ day of _____, 2022.

Julia Douglas, Mayor

ATTEST:

Staci L. King, City Secretary