

INTERLOCAL COOPERATION AGREEMENT
FOR
PROVIDING AND USE OF
SEWAGE PLANT EFFLUENT WATER

THIS AGREEMENT is made and entered into by and between the COUNTY OF SOMERVELL, a political subdivision of the State of Texas, hereinafter referred to as "County", and the CITY OF GLEN ROSE, a Type A general law city, located in Somervell County, Texas, hereinafter referred to as "City", with both hereinafter collectively referred to as "The Parties". In exchange for City's approval of this Agreement pertaining to Effluent Water, County agrees to approve and grant the Sanitary Control Easement for the City of Glen Rose Well #4 (attached as Exhibit "A").

RECITALS

WHEREAS, City is the owner and operator of a Sewage Treatment Plant located within its City Limits; and

WHEREAS, the treated effluent water from City's Sewage Treatment Plant is currently unused, and would be suitable for irrigation purposes; and

WHEREAS, County is desirous of making use of such treated effluent water for irrigation purposes on County's golf courses; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, County and City wish to make provisions setting out the rights and obligations of each of the parties hereto in connection with such an agreement:

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City hereby agree as follows:

1. City agrees to obtain any and all necessary permits through the Texas Natural Resources Conservation Commission, or any other appropriate State or Federal Agency which will allow it to make available to County, at no cost, all of its properly treated effluent water from its sewage treatment plant located on Van Zandt Branch just north of U.S. Highway 67 within the City Limits of Glen Rose.
2. This agreement is for an "on demand" supply of effluent water. County shall have the right to determine how much of the effluent water supply it requires from City at any given time. There

shall be no minimum amount of effluent water required for County to accept under this agreement. Any excess effluent water not required by County will be diverted into Van Zandt Branch as has been done prior to the date of this agreement.

3. City agrees to allow County, its employees or designated agents, access to its sewage treatment facility at such times and places as may be necessary for the initial connection and future maintenance or replacement of any and all transportation systems necessary for County to transport the properly treated effluent water to its golf courses.
4. City agrees and covenants that it will, at all times during the effective period of this agreement, comply with all applicable local, state and/or federal rules, regulations and procedures concerning the proper treatment of the effluent water, and shall indemnify and hold harmless County from any and all loss, costs and damages by reason of its failure to so comply.
5. County agrees and covenants that it will, at all times during the effective period of this agreement, comply all applicable local, state and/or federal rules, regulations and procedures concerning the proper use of the effluent water, and shall indemnify and hold harmless City from any and all loss, costs and damages by reason of its failure to so comply.
6. In the event that County should make any use of the effluent water provided to it by City in a manner that is in violation of any State or Federal law, City shall have the right to immediately cease providing such effluent water to County. At such time as County has remedied the situation or situations which led to the violation, City may resume providing the effluent water to County.
7. In the event that any of the effluent water provided by City to County under this agreement shall not meet the applicable State or Federal standards for effluent water, County shall have the right to refuse to accept such water unless and until such effluent water shall meet such applicable standards. At such time that applicable standards are met, County shall have the right to resume acceptance of such effluent water.
8. The easement granted by County shall run with the land and shall be binding on all parties and persons claiming under Grantor for a period of five (5) years from the date the easement is recorded, after which time the easement will continue to automatically extend for a like period until the use of the subject water well as a public water system source ceases.
9. This agreement for use of effluent water shall also be effective for a period of five (5) years from the date of execution and will continue to automatically extend for a like period until the use of the subject effluent water as a source of water for golf course irrigation ceases or either party gives ninety (90) days written notice to the other party for review based on good cause for termination or impossibility of performance.

OFFICIALLY APPROVED AND EXECUTED by City on this the ____ day of _____, 2021.

CITY OF GLEN ROSE

By: _____
Julia Douglas, Mayor

ATTEST:

Stephanie Ritchie, City Secretary

OFFICIALLY APPROVED AND EXECUTED by County on this the ____ day of _____, 2021.

COUNTY OF SOMERVELL

By: _____
Danny L. Chambers, County Judge

ATTEST:

Michelle Reynolds, County Clerk

EXHIBIT "A"

of

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