

Item #10



COMMISSIONERS COURT CON

CONTRACT SUMMARY

Approve and authorize the County Judge to sign the Interlocal Agreement with the Town of Clint (KK-2012-0502) for On-Site Sewage and Environmental Services for FY2013.

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2012-0502

CONTRACT TITLE: County- Clint: On-Site Sewage Facility Program [OSSF] Interlocal Agreement/ FY 2012-2013

SECOND PARTY: Town of Clint

CONTRACT TYPE: Interlocal Agreement

TERM AND BUDGET DETAILS

TERM: Initial Term and Auto Renew Thereafter

EXTENSION OPTIONS (If Applicable): Annual Renewal - Automatic

EFFECTIVE DATE: October 01, 2012

EXPIRATION DATE (If Applicable): September 30, 2013

EXTENSION DEADLINE DATE (If Applicable): August 01, 2013

AMOUNT: \$1000 per month

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Kevin McCary

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: October 04, 2012

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Ernie Carrizal

DEPARTMENT CONTACT: Rivera Palacios, Norma

DEPARTMENT: Public Works

DATE:

STATE OF TEXAS }
COUNTY OF EL PASO }

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF EL PASO AND THE TOWN OF CLINT
FOR ENVIRONMENTAL SERVICES**

THIS AGREEMENT entered into between the TOWN OF CLINT, hereinafter called “MUNICIPALITY”, and the COUNTY OF EL PASO, TEXAS 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 operation of the On-Site Sewage Facility Program, hereinafter called “OSSF” and public health services.

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

WHEREAS, the COUNTY and the MUNICIPALITY 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; and

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

WHEREAS, the COUNTY may enforce Chapter 341, of the Texas Health and Safety Code, Minimum Standards of Sanitation and Health Protection Measures, to provide the citizens of the County with adequate public health protection and a minimum of environmental pollution; and

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

WHEREAS, the MUNICIPALITY 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” and

WHEREAS, the public health, safety and welfare of the citizens of El Paso County and the Town of Clint 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; and,

WHEREAS, the COUNTY and the MUNICIPALITY 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 County of El Paso and the Town of Clint enter into this Intergovernmental Cooperation Agreement for the administration and operation of the El Paso County OSSF Program.

1. **MUNICIPALITY DUTIES**

- A. Pursuant to Section 3, the MUNICIPALITY shall pay to the COUNTY a monthly fee, to be determined annually, for the services to be performed each year during the term of this Agreement, without demand and by the first day of each month during the term of this agreement. Continued payment of MUNICIPALITY'S fee for services to the COUNTY shall be a condition precedent to the COUNTY'S obligation to perform services hereunder. In the event MUNICIPALITY becomes delinquent in its payments hereunder, the COUNTY shall cease providing services on the 10th of the delinquent month until MUNICIPALITY has paid all service fees then due.
- B. The MUNICIPALITY shall notify the COUNTY of non-complying systems. The MUNICIPALITY shall notify the COUNTY of inspections requested. The MUNICIPALITY shall also report any non-complying activities to the County.

2. **COUNTY SCOPE OF SERVICES**

- A. The COUNTY shall perform the following services under the terms and conditions hereinafter stated, and the MUNICIPALITY hereby accepts and agrees to the following terms and conditions:
 - (1) **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 El Paso 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 as permitted by law.
 - (2) **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. The COUNTY shall inspect the septic system and surrounding area.

- (3) **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 (relating to public health nuisances) and 366, the Texas Water Code Chapter 7, and the El Paso County Sewage Facility 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.
- (4) **DE-COMMISSIONING.** The COUNTY shall ensure that any OSSF within the MUNICIPALITY 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.
3. **COMPENSATION.** For the current term of this agreement, the fee payable to the COUNTY shall be \$1,000.00 per month. For any annual term thereafter, the COUNTY may notify MUNICIPALITY in writing of a fee increase by August 1st of any year during the term of this agreement. If MUNICIPALITY elects not to pay the increased fee, MUNICIPALITY shall so notify the COUNTY in writing by October 1st of said year and this agreement shall terminate effective October 1st of that year.
4. **PAYMENTS PURSUANT TO THIS AGREEMENT.** All payments submitted under this Agreement shall be made without demand by the first day of each month and shall be made payable to the County of El Paso, Attn: County Auditor's Office, Treasury Division, Rm. 406, 800 E. Overland, El Paso, Texas 79901.
5. **TERM AND TERMINATION.** This agreement shall be effective on October 1, 2012 and shall terminate on the 30th day of September, 2013, regardless of the date of execution of this Agreement. This agreement shall automatically renew in one year terms until terminated by either party upon 60 days written notice to the other or unless terminated pursuant to Section 3.
6. **SEWAGE FACILITY ORDER.** The Parties agree that the 1988 Rules for El Paso County, Texas, Private Sewage Facilities, and any lawfully adopted successor orders, to include, but not limited to the February 17, 1997 Sewage Facility Order, shall apply to the Town of Clint, and shall be enforceable by the County and its designated employees within the Town of Clint.
7. **ON-SITE SEWAGE FEES.** The COUNTY shall continue to collect fees for On-Site Sewage services from individuals being provided services in accordance with the February 17, 1997 Order of the Commissioner's Court or any Order

WITH A COPY TO: County Road & Bridge Dept.
Attn: Public Works Director
800 E. Overland
El Paso, Texas 79901

10. **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.

11. **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 is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

In witness whereof, the parties execute this agreement:

ATTEST:

THE TOWN OF CLINT

City Clerk

By _____
Mayor Dale Reinhardt
Date: _____

ATTEST:

THE COUNTY OF EL PASO

County Clerk Delia Briones

By _____
County Judge
Date:

APPROVED AS TO FORM:

Attorney for the City

APROVED AS TO FORM:

Assistant County Attorney