

Contract for Water Pollution Control and Abatement

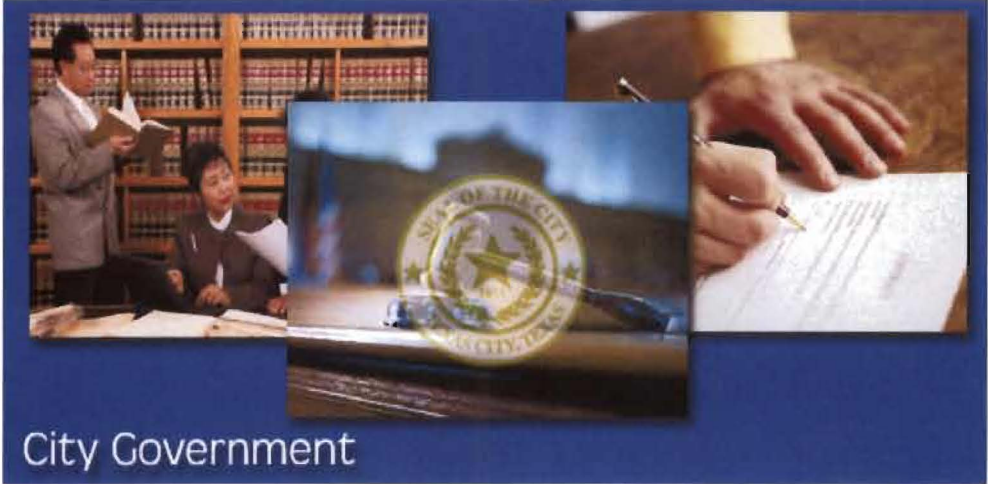
Fiscal Year 2010

Contract Term:
October 1, 2009 – September 30, 2010

Work to be Performed by:



Work to be Completed for:



CONTRACT FOR WATER POLLUTION CONTROL AND ABATEMENT SERVICES

This agreement is entered into and between the Galveston County Health District and the City of Texas City.

WITNESSETH

Whereas, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

Whereas, the Galveston County Health District and the City of Texas City have agreed to contract water pollution control and abatement services; and

Whereas, the Galveston County Health District organized the Water Pollution and Abatement Control program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

Whereas, the City of Texas City is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

Now, Therefore, for and in consideration of the mutual covenants herein expressed, the parties agree as follows:

STATEMENT OF SERVICES

The Galveston County Health District Air and Water Pollution Control Services Division (hereinafter called PERFORMING PARTY), through the Water Pollution Control and Abatement program, agrees to perform the following services for the City of Texas City (hereinafter called CITY):

1. Complaint Response

1.1. Investigate and resolve water quality related complaints:

1.1.1 The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY received or referred, as expeditiously as possible.

1.1.2. The PERFORMING PARTY will document each and every complaint received and that documentation will specifically contain information relative to the nature of the complaint and, if possible, corrective action taken.

1.1.3 The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 522. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the Performing Party will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.

1.1.4. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON (Exhibit A), as necessary, on action to respond to any complaints that are substantial in terms of concentration, duration, or potential health impacts.

1.1.5. In cases, which present or may present an imminent and substantial danger to the health and welfare of persons or to the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court systems in Galveston County.

1.1.6. The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary. The PERFORMING PARTY is not an agent of any state or federal agency

1.2. Reporting

1.2.1 The PERFORMING PARTY will submit a monthly re-cap to the CITY of all complaints received during the previous calendar month. The report will be submitted by the fifteenth (15th) calendar day following the end of the month. The report will be submitted to the RESPONSIBLE PERSON.

1.3. Training

1.3.1 The PERFORMING PARTY will be responsible for ensuring that its staff is adequately trained and qualified in order to perform designated tasks.

2. **Monitoring**

2.1. Monitor storm water quality

2.1.1. The PERFORMING PARTY will conduct storm water monitoring of major water conveyance systems. The sample collection will occur in the mixing zone.

2.1.2. The PERFORMING PARTY will provide annually information to the CITY pinpointing the locations of all of the storm water monitoring locations throughout the jurisdictional boundaries of the CITY.

2.1.3. The PERFORMING PARTY will submit all storm water quality samples to the Galveston County Health District Public Health Laboratory for analysis. Analysis will include the following tests: Biochemical Oxygen Demand, Total Suspended Solids, pH, Enterococcus Bacteria, or E. Coli. The PERFORMING PARTY reserves the right to change the laboratory tests as needed to assist in the identification of pollutants.

2.2. Reporting

2.2.1. The PERFORMING PARTY will submit to the CITY, on a quarterly basis, sample result data for each storm water-monitoring site located within the jurisdictional boundaries of the CITY. The report will be submitted to the RESPONSIBLE PERSON.

2.3. Training

2.3.1. See subsection 1.3.

3. Inspections and Investigations

3.1. Inspections of POTWs

3.1.1. The PERFORMING PARTY will conduct one announced comprehensive inspection per fiscal year at each POTW within the jurisdictional boundaries of the CITY. The inspection will be consistent with the inspection protocol currently used by the Region 12 TCEQ Water Quality Section.

3.1.3. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any concerns identified through the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.2 Pre-Treatment Program Inspections

3.2.1 The PERFORMING PARTY will conduct one unannounced inspection at 50% of the identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

3.2.2. The PERFORMING PARTY will immediately coordinate with the REPSONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.2.3. In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

3.3. Investigations of Non-Point Source Water Pollution

3.3.1. The PERFORMING PARTY will assist the CITY on an “as-needed” basis to investigate sources of Non Point Source Water Pollution. The PERFORMING PARTY will be notified by the RESPONSIBLE PERSON to request assistance.

3.3.2. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any concerns identified through the investigation process that are substantial in terms of concentration, duration, or potential health impacts

3.4. Inspections of significant state permitted discharges **other** than Publically Owned Treatment Works (POTW)

3.4.1. The PERFORMING PARTY will provide to the CITY a listing of all significant state permitted discharges within its jurisdictional boundaries.

3.4.2. The PERFORMING PARTY will conduct one comprehensive inspection per fiscal year at all identified significant state permitted discharges. The comprehensive inspection will include the collection of influent and effluent samples, record review and a walk-thru inspection to observe general housekeeping and plant operation.

3.4.3. The PERFORMING PARTY will immediately coordinate with the appropriate department of the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.4.4. In cases, which present or may present an imminent and substantial danger to the health and welfare of persons or to the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the civil court system in Galveston County.

3.5. Investigations initiated as a result of storm water monitoring

3.5.1. The PERFORMING PARTY will conduct investigations based upon results of the quarterly storm water monitoring. The PERFORMING PARTY will review all storm water monitoring results to identify water segments that may be adversely impacted. The purpose of the investigation is to detect and eliminate sources of water pollution.

3.5.2. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary on action to respond to any concerns identified through the investigation process that are substantial in terms of concentration, duration, or potential health impacts.

3.6. Reporting

3.6.1. The PERFORMING PARTY will provide to the RESPONSIBLE PERSON a copy of reports drafted for the following types of inspections: POTW inspections, investigations of non-point source pollution, investigations at significant state permitted discharges, and investigations initiated as a result of storm water monitoring. These reports will be submitted within thirty (30) days following the conclusion of the inspection or investigation. Problems identified during the POTW inspection will be discussed with the appropriate RESPONSIBLE PERSON or its delegate prior to the PERFORMING PARTY water investigator leaving the inspection. A summary report detailing the results of the pre-treatment inspection program will be submitted prior to the end of the contract term.

3.7. Training

3.7.1. See subsection 1.3.

4. **Annual Summary**

4.1. The PERFORMING PARTY will submit an annual summary of its activities within the CITY jurisdiction completed during the fiscal year. The final draft will be due on or before the end of May 2011. A draft will be submitted to the RESPONSIBLE PERSON of the CITY for review prior to finalization.

5. **Water Pollution Control Oversight Committee (Oversight Committee)**

5.1. The PERFORMING PARTY will sponsor and participate in an annual Oversight Committee meeting. The meeting will be scheduled in the month of May 2010 at the Environmental Conference Room, Galveston County Health District Environmental Center, 1205 Oak Street, La Marque, Texas. The meeting agenda will be mailed out prior to the meeting. The aforementioned date may be modified or amended upon the mutual consent of a majority of the contracted political subdivisions.

5.2. The Oversight Committee meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the CITY.

5.3. The Oversight Committee membership will be comprised of a representative from each contracted entity. The CITY will notify the PERFORMING PARTY on their selection of an Oversight Committee participant prior to the meeting by completing the form included as Exhibit B.

5.4. The PERFORMING PARTY reserves the right to schedule "ad-hoc" meetings, as necessary, throughout the contract term. The PERFORMING PARTY will be responsible for planning these meetings and will be responsible for providing notification to the CITY.

TERM AND TERMINATION

This agreement shall begin on 1 October 2009 and expire on 30 September 2010.

Either party may terminate this agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

Upon termination of this agreement, neither party shall have any further obligation hereunder except that CITY shall owe payment to PERFORMING PARTY for services provided prior to the date of termination.

COMPENSATION

The CITY agrees to pay PERFORMING PARTY an annual fee of one 0.70 cents/capita based upon the January 1, 2008 Population Estimate as projected by the Texas State data Center and Office of the State Demographer.

January 2008 Population Estimate for the City of Texas City: **44,391 population**

(Population)**44,391** X (Per Capita Cost)**0.70** = (Total Contract Price) **\$31,073.70**

PERFORMING PARTY shall invoice the CITY.

MISCELLANEOUS

This agreement constitutes the entire agreement between the parties and no oral representation between the parties made prior to or after the execution of this agreement will be given any force and effect unless reduced to writing herein.

This agreement may be modified or amended upon the mutual consent of the parties as evidenced in writing.

Any invalidity of any part of this agreement will not cause the remaining parts hereof to be invalid.

This agreement is governed by the laws of the State of Texas and venue shall lie in Galveston County.

The Annual Summary submission to the CITY will survive the termination of this contract.

IN WITNESS WHEREOF, the CITY and PERFORMING PARTY have signed two (2) originals of this agreement. One counterpart has been delivered to the CITY and one counterpart has been delivered to PERFORMING PARTY.

This Agreement will be effective on October 1, 2009, which is the Effective Date of the Agreement.

PERFORMING PARTY
Galveston County Health District

CITY
City of Texas City

By
Signature: 

By
Signature: _____

Name: W. Jay Holland, III

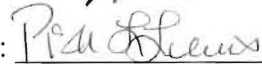
Name: Mathew T. Doyle

Title: Chief Operating Officer

Title: Mayor, City of Texas City

Date: 9/10/2009

Date: _____

Attest: 
Pisa Lewis
Administrative Officer

Attest: _____

Exhibit A

(Please complete and return to the Air and Water Pollution Control Services Division
PO Box 939, La Marque, Texas 77568 or Fax 409.938.2271)

City of Texas City Responsible Person

Name:

Department:

Mailing Address:

Telephone:

Fax:

Email:

Exhibit B

(Please complete and return to the Air and Water Pollution Control Services Division
PO Box 939, La Marque, Texas 77568 or Fax 409.938.2271)

City of Texas City Representative to the Annual Water Pollution
Oversight Committee: (If different than the RESPONSIBLE
PERSON, please submit prior to the meeting)

Name:

Department:

Mailing Address:

Telephone:

Fax:

Email: