

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF PENITAS AND  
COUNTY OF HIDALGO, TEXAS.**

This Agreement is made by and between the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as "County," and the **CITY OF PENITAS** hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, the "Act", as follows:

**WITNESSETH:**

**WHEREAS**, the City is a Municipality created by the laws of the Texas; and

**WHEREAS**, the County a local government as defined in Texas Government Code, Section 791.003(4), and county in the State of Texas; and

**WHEREAS**, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

**WEHREAS**, pursuant to Texas Health & Safety Code Section 121.003 the City and County may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with Chapter 791 of the Texas Government Code; and

**WHEREAS**, the County is an OSSF "authorized agent" in accordance with the Texas Health & Safety Code Section 366.031, and may administer on-site sewage facility (OSSF) in compliance with Texas Administrative Code Title 30, Section 285.10; and

**WHEREAS**, the City is in need of obtaining services for the inspection and permitting OSSF disposal systems within its jurisdiction and desires to obtain such services from County; and

**WHEREAS**, the County has the expertise and equipment to provide certain permitting and inspection services on behalf of City as further described herein (the "Services")

**WHEREAS**, the City and County recognize the health, safety, and environmental benefits of regulating, inspecting and permitting OSSF disposal systems and desire to cooperate with each other to meet local and state OSSF requirements;

**NOW THEREFORE**, the City and County, for and in good valuable consideration of the mutual covenants acknowledged and expressed hereinafter, agree as follows:

1. County shall inspect OSSF systems within the jurisdiction of the City, including but not limited to, performing subsoil texture test and evaluation of OSSF systems.
2. County shall provide all necessary equipment, materials and personnel to conduct inspections and issue permits at its sole cost and expense.
3. County shall comply with all present or future laws pertaining to the inspection and approval of On-Site Sewage Facility systems in Texas and shall enforce all rules and regulations required by the State of Texas or applicable County and local laws.
4. City agrees that the County shall charge and collect the following permit fees, Installation Permit eighty-five dollars zero cents \$85.00 and Final Inspection Permit sixty dollars and zero cents \$60.00. However, if the County conducts an inspection and a permit is not issued for any reason, the County shall be entitled to charge the amount specified from the home owner and may issue citation to the Septic system installer for not obtaining a permit. County may provide prior notice of any change in permit fees in advance and will agree to do so at least ninety (90) days prior to change, or as soon as practicable.
5. County shall not be responsible for the maintenance, upkeep or environmental compliance once an inspection and permit is issued and the County shall not be held liable for same once the Services are completed.
6. A permit applicant shall have one (1) year to construct its septic system from the date an "Authorization to Construct" is issued by the County (see Exhibit "A" attached hereto). Should construction not be completed and a final inspection conducted by County within one (1) year from the date of the "Authorization to Construct" then the County shall require a permit applicant to submit a new application and fee as described herein. Upon a successful inspection, the County shall issue a Notice of Approval to the permit applicant within approximately two (2) working days.
7. In accordance with Texas Health & Safety Code Section 366.003, County shall not be liable for damages resulting from the approval of the installation and operation of a Septic Tank. County shall not be responsible for any damage to personal or real property for any septic systems within City caused by the County's inspection and permitting process described herein.
8. During the term of this Agreement, the County shall have sole exclusive rights to permit and inspect OSSF systems within City except that the Texas Commission of Environmental Quality may override the County's authority at any time.
9. **Term.** The term of this Agreement shall commence on the date of execution of this Agreement and shall continue until the date this Agreement is terminated.
10. **Termination.** Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.
11. **Conflict with applicable Law.** Nothing in this Agreement shall be construed to require

the commission of any act contrary to law, and whenever there is any conflict between any provision of this agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

12. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County and not otherwise.
14. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo County:                      Hidalgo County Health & Human Services  
Attn: Eduardo Olivarez, Chief Administrative Officer  
1304 South 25<sup>th</sup> Avenue  
Edinburg, Texas 78542

If to City:    City of Penitas  
Jorge Alvarado, City Inspector  
P.O. Box 204  
Penitas, TX 78576

Any other demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

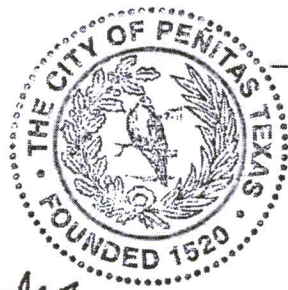
17. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. **Assignment.** This Agreement shall not be assignable.
19. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
21. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation, race, color, national origin, religion, sex, age, veteran status, or disability.
22. **Authority to Execute.** The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
23. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
24. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.
25. **Indemnification.** City shall indemnify and hold harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement. Upon written notice from the County, the City will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.
26. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be

continuing right to terminate this Agreement at the expiration each budget period of each party hereto.

- 27. **Serverability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken herefrom, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the \_\_\_ day of \_\_\_\_\_, 2019.

CITY OF Penitas



[Signature], Mayor

ATTEST:

Ana M. Valdez  
City Secretary

HIDALGO COUNTY, TEXAS

[Signature]

Richard F. Cortez, Hidalgo County Judge

ATTEST:

[Signature]  
Arturo Guajardo, Jr. Hidalgo County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 2/12/19 ms

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: [Signature]  
Victor M. Garza, Assistant District Attorney

Interlocal Cooperation Agreement Between Hidalgo County and the City of Penitas.

Health & Human Services provide inspection and permitting of OSSF disposal system within the City of Penitas jurisdiction.