

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
THE ABATEMENT OF OSSF NUISANCE CONDITIONS**

This Memorandum of Understanding (“MOU”) is executed by the Williamson County and Cities Health District (“District”) and Williamson County, Texas (“County”), being collectively referred to as “the Parties,” for the purpose of outlining the Parties’ mutual intent and understandings with respect to coordination between the Williamson County Engineer/Road and Bridge Division and the Williamson County Health Authority for abatement of public health nuisances associated with onsite sewage facilities (“OSSF”). (The coordinated efforts of the District and the County are referred to herein as the “Abatement Program.”) The Parties set forth their intent and understandings as follows:

**I. Recitals**

- A. Basis for Cooperation. The District has appointed and employs the Williamson County Health Authority as required by Texas law and the Cooperative Agreement that governs the District. The County is a member of the District, and the jurisdiction of the Williamson County Health Authority includes the land within the boundaries of the County.
- B. Scope of Abatement Program. The Abatement Program includes the implementation and enforcement of Sections 341.011 and 341.012 of the Texas Health and Safety Code by establishing a procedure for communication and coordination between the OSSF personnel of the Williamson County Engineer/Road and Bridge Division with the Williamson County Health Authority to facilitate the timely abatement and elimination of public health nuisances and public health hazards caused by malfunctioning septic tanks located within Williamson County, Texas.
- C. Purpose of MOU. The purpose of this MOU is to outline certain understandings by and between the Parties to enable each Party to effectively implement the Abatement Program.

**II. General Terms Regarding the Abatement Program**

- A. Term. The term of the agreement shall extend for one year after the Effective Date set forth below and will renew automatically for successive periods of one year each unless either Party gives written notice of non-renewal to the other at least thirty (30) days prior to the expiration date or the anniversary of the expiration date, as the case may be. In addition to termination of this agreement by virtue of the completion of the term, either party may terminate this agreement effective the last day of any month during the term of this agreement by giving notice of its intent to terminate not less than sixty (60) days prior to such effective date of termination.

- B. Costs. The costs of the Abatement Program shall be shared by the District and County by the direct participation of their respective employees without reimbursement from the other Party.

### **III. Participation of the Parties**

- A. County Participation. The County agrees to:

- Investigate malfunctioning septic tanks, open discharges of sewage and wastewater effluent, and other OSSF related public health nuisances as defined by Section 341.011 of the Texas Health and Safety Code.
- Compile information and evidence to document the existence and duration of an OSSF related public health nuisance.
- Advise the Williamson County Health Authority and the Executive Director of the District that evidence has been collected with regard to an OSSF related public health nuisance existing within the Health Authority's jurisdiction.
- Develop a proposed timeline and plan for abatement of each public health nuisance that requires remediation.
- Provide the Williamson County Health Authority the information and evidence proving the existence of a public health nuisance within the Health Authority's jurisdiction along with a proposed order of abatement for eliminating the nuisance conditions.

- B. District Participation. The District agrees:


- To make the Williamson County Health Authority available to review and participate in responding to OSSF related public health nuisances.
- That, in accordance with the provisions of Section 341.012 of the Texas Health and Safety Code, upon receipt of information and proof from the Williamson County Engineer/Road and Bridge Division that an OSSF related public health nuisance exists within Williamson County, the Williamson County Health Authority shall issue a written notice ordering the abatement of the nuisance to any person responsible for the nuisance. The Williamson County Health Authority shall also send a copy of the notice ordering the abatement to the County Attorney.

**IV. Miscellaneous Provisions**

- A. Good Faith Cooperation. The Parties each understand and acknowledge that this MOU does not obligate either Party in any way. However, each Party pledges to cooperate in good faith to accomplish the mutual goals set forth herein.
- B. Outline of Terms. The Parties acknowledge that the terms and provisions contained herein are only an outline of the procedures needed to implement the Abatement Program and the Parties will cooperate to fully develop and implement the Abatement Program.

Executed to be effective as of \_\_\_\_\_, 2018 (the "Effective Date").

**WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT**

By:   
\_\_\_\_\_  
Marlene McMichael  
Chair, Williamson County Board of Health

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Judge Dan A. Gattis, County Judge