

**INTERLOCAL AGREEMENT BETWEEN
COMAL COUNTY, TEXAS AND THE CITY OF SPRING BRANCH FOR ON-SITE SEWAGE
FACILITY PERMITTING AND ENFORCEMENT**

As authorized by Chapter 791, Texas Government Code, and Section 6 of the Order Adopting Rules of Comal County, Texas for On-Site Sewage Facilities (COUNTY ORDER), the County of Comal (COUNTY), a political subdivision of the State of Texas, and the Municipality of Spring Branch (MUNICIPALITY), an incorporated area wholly within the boundaries of Comal County, Texas, in consideration of the mutual covenants and agreements herein contained, do agree as follows:

1. The Comal County Engineer ("Engineer"), or his designee, will permit, inspect and monitor the construction and/or installation of on-site sewage facilities ("OSSFs"), including institutional systems, within the territorial limits of MUNICIPALITY. The policy governing the permitting, inspecting, monitoring and the satisfactory completion of the construction/installation of OSSFs is defined in the COUNTY ORDER, adopted October 24, 2013. The Engineer, or his designee, will collect from the property owner or installer his standard fee for such services. Certain services to be provided include:
 - a. Issue construction standards, specifications and requirements for OSSFs including institutional systems;
 - b. Approve engineering plans in accordance with current State and County regulations;
 - c. Issue authorization for both construction and operations permits for OSSFs;
 - d. Monitor and inspect progress of construction and installation of OSSFs in the MUNICIPALITY;
 - e. Assure compliance with State and County specifications, regulation and policies for OSSFs as required in the COUNTY ORDER;
 - f. Establish methods and procedures for control of all OSSFs in accordance with existing policies and regulations; and
 - g. Establish and collect such fees as required to implement the COUNTY ORDER within the corporate limits of the MUNICIPALITY.
2. Any services that the County Engineer, or his designee, provides other than those mentioned above shall be at the expense of the property owner.
3. Any violation of the COUNTY ORDER shall be enforced under Chapter 7 of the Texas Water Code.
4. The COUNTY warrants and represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Agreement. Service will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the MUNICIPALITY.
5. ASSIGNABILITY: The COUNTY shall not assign or transfer any portion of the duties described in this Agreement without the written consent of the MUNICIPALITY.

6. SEVERABILITY: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
7. TERM OF AGREEMENT: The COUNTY and the MUNICIPALITY mutually agree that the term of this Agreement shall be from the date it is finally executed by both the City and the County until terminated as hereinafter provided.
8. TERMINATION: Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other party at the address set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement.
9. EXCLUSIVE RIGHTS: During the term of this Agreement, the COUNTY will have sole exclusive rights to perform the services described in this Agreement within the city limits of the MUNICIPALITY.
10. COMPLIANCE WITH LAWS AND REGULATIONS: The MUNICIPALITY and the COUNTY understand and agree that it is the intent of both parties for the OSSFs in the MUNICIPALITY to operate fully and completely in compliance with all Federal, State, and Local laws and regulations concerning waste disposal. The MUNICIPALITY and the COUNTY will use their best efforts to ensure continued compliance with all applicable laws and regulations.
11. BINDING AGREEMENT: This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
12. IMMUNITY: No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law.
13. VENUE: This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
14. THIRD PARTY: The parties to this Agreement do not enter this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign or governmental immunity under Texas law to the extent any party may have immunity under Texas law.
15. HEADINGS: The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions herein.
16. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as

of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

Passed and approved this the _____ day of _____, 2016 by the Comal County Commissioners Court.

Sherman Krause, County Judge

ATTEST: _____
Bobbie Koepp, County Clerk

Passed and approved this the _____ day of _____, 2016 by the Spring Branch City Counsel.

James Mayer, Mayor

ATTEST: _____
Bambie Mayer, City Secretary

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