

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Interlocal Agreement, City of Lucas – Development Services**

On **September 11, 2007**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell**

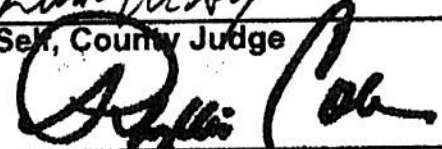
**County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4**

During such session the court considered approval of an Interlocal Agreement with the City of Lucas.

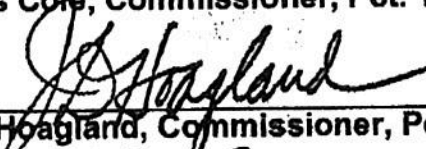
Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the City of Lucas for On-Site Sewage Facility (OSSF) regulations (set forth in Title 30, Texas Administrative Code, Chapter 285) for a period of one (1) year commencing on the last date all parties have executed the Agreement and further authorize the County Judge to finalize and execute the agreement. Same is hereby approved as per the attached documentation.



Keith Self, County Judge



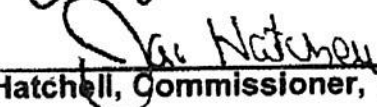
Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4



**ATTEST:**



**Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S**

STATE OF TEXAS           §  
  §   **INTERLOCAL COOPERATION AGREEMENT**  
COUNTY OF COLLIN       §

**THIS AGREEMENT**, (the "Agreement"), is made and entered into by and between Collin County, Texas, a general law municipal corporation located in Collin County, Texas (hereinafter referred to as "Collin County"), and the City of Lucas, Texas (hereinafter referred to as "Lucas").

**WHEREAS**, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791,001, et seq. (the "Act"); and,

**WHEREAS**, Collin County and Lucas are both units of local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens which includes on-site environmental health inspections: and,

**WHEREAS**, Collin County has agreed to perform all duties related to On-Site Sewage Facility (hereinafter referred to as "OSSF") regulations for Lucas, and,

**WHEREAS**, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local government and are of mutual concern to the parties; and,

**WHEREAS**, Collin County has the staff to perform all duties related to OSSF regulations, and Lucas has a need for such services; and,

**NOW, THEREFORE**, for mutual consideration hereinafter stated, Collin County and Lucas agree as follows:

**I.  
TERM**

The term of this Agreement shall be for a period of one year commencing on the last date all parties have executed this Agreement ("Effective Date"), and shall thereafter automatically continue for successive terms of one year each, unless sooner terminated as provided herein.

**II.  
SERVICES**

Collin County agrees to provide all serviced related to OSSF regulation to meet the State of Texas requirements set forth in Title 30, Texas Administrative Code, Chapter 285.

**III.  
PAYMENT FUNDING**

Lucas will not be required to reimburse Collin County to perform any OSSF related function within their city limits. All remuneration is collected directly from permit applicants in the form of permit fees.

**IV.  
TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

**V.  
NOTICE**

Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below:

**Collin County**

County Judge  
Commissioners' Court  
210 S. McDonald St.  
McKinney, TX 75069  
Telephone: 972-548-4623  
Facsimile: 972-548-4694

**Lucas**

Mayor  
City of Lucas  
151 Country Club Rd.  
Lucas, Texas 75002  
Telephone: (972)-727-8999  
Facsimile: (972)-727-0091

Each, party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

**VI.  
HOLD HARMLESS**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, and suits. demands, tosses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract.



In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. Collin County shall be responsible for its sole negligence. Lucas shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**VII.  
ENTIRE AGREEMENT; AMENDMENT**

This Agreement represents the entire and integrated agreement between **Collin County** and **Lucas** and supersedes all prior negotiations, representations and/or agents, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**VIII.  
GOVERNING LAW**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and exclusive venue shall be in Collin County, Texas.

**IX.  
SEVERABILITY**

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

**X.  
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

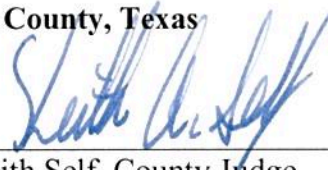
**XI.  
ASSIGNMENT**

This Agreement may not be assigned without the prior written consent of the parties.

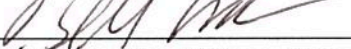
**XII.**

**EXECUTED** in duplicate originals this 24<sup>th</sup> of August, 2007.

**Collin County, Texas**

By:   
Keith Self, County Judge

**City of Lucas, Collin County, Texas**

By:   
Bill Carmickle, Mayor of Lucas

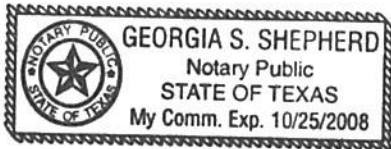
**ACKNOWLEDGMENTS**

**STATE OF TEXAS**

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**COLLIN COUNTY**

This instrument was acknowledged before me on the 12th day of September, 2007, by Keith Self, County Judge of Collin County, Texas, a home-rule municipal corporation, on behalf of such corporation.



Georgia S. Shepherd  
Notary Public, State of Texas

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**

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**COLLIN COUNTY**

This instrument was acknowledged before me on the 24th day of August, 2007, by Bill Carmickle, Mayor, City of Lucas, Collin County, Texas, on behalf of such corporation.



Delta L. Moody  
Notary Public, State of Texas