

02189-10

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, City of Lowry Crossing – Development Services

On **February 22, 2010**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward

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 Lowry Crossing.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the attached Interlocal Agreement with the City of Lowry Crossing for Environmental Services beginning March 1, 2010 through and including September 30, 2010 and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.

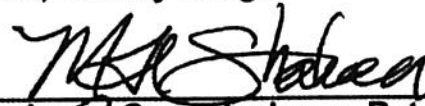


ATTEST:


Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S



Keith Self, County Judge



Matt Shaheen, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4

INTERLOCAL ENVIRONMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 23rd day of February, 2010, by and between the City of Lowry Crossing ("Municipality"), and Collin County ("County"), local governments of the State of Texas.

RECITALS

1. The County operated the Collin County Environmental Health Care Services, which is a local health department established pursuant to the local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code ("The Act").
2. The Collin County Environmental Health Care Services performs public health functions that the County is authorized to perform including, but not limited to, environmental services to protect and promote public health.
3. The Municipality desire to obtain certain environmental services from the County to be performed for Municipality's residents to their health and welfare.

Therefore, under the authority of the Interlocal Cooperation Act, chapter 791, Texas Government Code, the parties agree as follows:

SECTION 1. DEFINITIONS

- 1.01 Environmental Services. The term "Environmental Services: means Services provided by the Collin County Environmental Health Department. These services shall include, but are not limited to:
 - a. inspections of the day care facilities
 - b. inspections of restaurants, schools and other food service facilities
 - c. inspections of public swimming pools
 - d. inspections of hotels and motels
 - e. inspections of bed and breakfast establishments
 - f. investigating any other environmental health complaints
 - g. investigating complaints related to the activities listed in a-e above
- 1.02 Inspection. The term "Inspection" means an on-site examination to Determine whether the facility being inspected is in compliance with the Municipality's Standards.
- 1.03 Municipality Standards. The term "Municipality Standards" means state and local ordinances and regulations that have been adopted by the Municipality which are applicable to the facility being inspected.

SECTION 2. TERM

- 2.01 Term. The term of the Agreement shall commence on the 1st day of March, 2010, and shall continue in full force and effect through September 30, 2010. At the County's option, and with approval by the Municipality, the Agreement may be renewed for five (5) additional one (1) year periods.
- 2.02 Termination. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

- 3.01 Services to be Provided. The County agrees to provide to the Municipality's residents, on behalf of the Municipality, the Environmental Service or services required for the enforcement of state ordinances and regulations.
- 3.02 Time of Performance. The County agrees to perform the services required by the Municipality under this Agreement, within three (3) working days of receipt of any complaint or request by the Municipality. Provided however, the Municipality may request emergency inspections at their sole discretion and the County agrees to inspect accordingly. The applicant must request of the Municipality an inspection as defined in accordance with the City of Lowry Crossing Food Service and/or Retain Food Store Ordinance as it exists or may be amended.
- 3.03 Notification to Municipality. The County agrees to notify the Municipality in writing on report forms provided by the Municipality of the results of the County's inspection within five (5) working days of the inspection.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISIONS

The parties agree that the County may contract to perform services similar or identical to those specified on this Agreement for such additional governmental or public entities as the County, in its sole discretion sees fit.

SECTIONS 5. COMPENSATION

- 5.01 Basic Charge. The Municipality shall pay the County a yearly Basic Charge calculated as \$.80 per each inhabitant of the Municipality as determined by the most recent North Texas Council of Government population projections for the services to be performed under this Agreement.

On April 1, 2010, the City shall remit \$360.00 which covers March 1, 2010 thru June 30, 2010. On July 1, 2010, the City shall remit \$270.00 to cover the fourth quarter of the agreement.

Pending Commissioners' Court approval of an extension of this contract on an annual basis, the City will pay \$1,080 to the County for providing the above mentioned services. This amount shall be due each year regardless of the amount of services performed by the County. The Basic Charge shall be paid by the Municipality each year in four (4) equal quarterly installments. The first installment shall be due on commencement date. The remaining installments shall be due at three (3) month intervals from the date of execution of this Agreement and when the County submits an invoice to the City for the amount due.

5.02 Inspection Charge. In addition to the Basic Charge set out in Section 5.01, an Inspection Charge in an amount determined by the Collin County Commissioners' Court shall be collected by the County from the person receiving the services for each inspection performed by the County under the terms of this Agreement. The County shall bill the person receiving the service for the Inspection Charge. The Municipality shall be exempt from all charges made pursuant to this section.

5.03 Source of Payment. The Municipality agrees that payments which it is required to make under this Agreement shall be made out of the Municipality's current revenues.

5.04 Issuance of Permits. The Municipality and County agree that requests for services under this Agreement shall be made by the business or property owners. Complaints received by the Municipality shall also be referred to the County for services. The Municipality may further request inspections on its own initiative.

SECTION 7. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the County, except as herein provided. The parties agree that the County shall be acting as an independent contractor for the Municipality in performing services contemplated by this Agreement.

The County shall hold the Municipality free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the Municipality pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the Municipality.

SECTION 8. AMENDMENT

This Agreement shall not be amended or modified other than in written agreement signed by the parties.

SECTION 9. CONTROLLING LAW

This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. Venue shall be in Collin County, Texas.

SECTION 10. NOTICES

10.01 Forms of Notice. Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, seventy-two (72) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

10.02 Addresses. All communication provided for in this Agreement shall be addressed as followed:

(a) if to the County, to:
Collin County Environmental Health Services
825 N. McDonald, Suite 170
McKinney, Texas 75069

(b) if to Municipality, to:
City of Lowry Crossing
1405 S. Bridgefarmer Rd.
McKinney, TX 75069

Or such person at such address as may from time to time be specified in a notice given as provided in this Section 10. In addition, Notice of Termination of this Agreement by the Municipality shall be provided by the Municipality to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071

SECTION 11. CAPTIONS

The heading to the various sections of the Agreement have been inserted for convenient reference and shall not modify, define, limit, or expand the express provision of this Agreement.

SECTION 12. OBLIGATION OF CONDITION

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

SECTION 13. COUNTERPARTS

This Agreement may be executed in counterparts, each which, shall be deemed an original for all purposes.

SECTION 14. SOVEREIGN IMMUNITY

The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

SECTION 15. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the Municipality have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

SECTION 16. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreements between the parties requesting the services to be provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"COUNTY"

COLLIN COUNTY, TEXAS

BY: *Keith A. Saff*

TITLE: County Judge

DATE: 2/23/10

"MUNICIPALITY"

CITY OF LOWRY CROSSING

BY: *Neil Stefan*

TITLE: MAYOR

DATE: 2-8-10

Attested by: *Georgia D. Shykend*

Title: Administrative Secretary