



**RESOLUTION NO. R-2018-09-00471**

**[Approving Interlocal Agreement for On-Site Sewage Facility Duties]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, APPROVING THE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF LUCAS AND COLLIN COUNTY, TEXAS, FOR THE PURPOSE OF COLLIN COUNTY PROVIDING ALL DUTIES RELATED TO ON-SITE SEWAGE FACILITY ("OSSF") REGULATIONS FOR THE CITY OF LUCAS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other and provide services and governmental functions; and

**WHEREAS**, the City Council of the City of Lucas, Texas, has been presented with a proposed Interlocal Cooperation Agreement by and between the City and Collin County ("Interlocal Agreement") for the purpose of Collin County providing all duties related to OSSF regulations for the City of Lucas;

**WHEREAS**, upon full review and consideration of the Interlocal Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Interlocal Agreement on behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, THAT:**

**SECTION 1.** The Interlocal Agreement by and between the City of Lucas and Collin County attached hereto as Exhibit "A" is hereby approved, and the Mayor is hereby authorized to execute said Interlocal Agreement and all documents related thereto.

**SECTION 2.** This resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of LUCAS, Texas, on the 6<sup>th</sup> day of September, 2018.

**ATTEST:**

**APPROVED:**

  
Stacy Henderson, City Secretary  
(08-24-2018; TM102145)

  
Jim Oik, Mayor



**EXHIBIT "A"**  
**Interlocal Cooperation Agreement**

## **INTERLOCAL COOPERATION AGREEMENT**

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.

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

II.

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.

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

VI.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name: Gina Zimmer

Address: 2300 Bloomdale Rd, Suite 3160  
McKinney, TX 75071

E-mail: gzimmer@collincountytx.gov

Phone: 972-548-4165

FAX: 972-548-4694

If to City:

Name: Joni Clarke

Address: 1665 Country Club  
Lucas TX 75002

E-mail: jclark@lucastexas.us  
Phone: 972. 912. 1212  
FAX: 972. 727. 0091

VII.

Dispute Resolution

**Notice & Conference**

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Lucas will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

**Prerequisites to Filing for ADR or a Lawsuit**

Neither party may file a claim or lawsuit in any forum before (i) the parties are finished using the cooperation procedures set forth above.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

VIII.

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.

Date: 11/6/18

COLLIN COUNTY, TEXAS  
By: [Signature]

Title: County Judge

Date: 9/4/18

CITY OF LUCAS  
By: [Signature]

Title: Mayor