

INTERLOCAL ENVIRONMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the ____ day of October 2019 by and between the City of Josephine ("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 October 2019, and shall continue in full force and effect through September 30, 2020. 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 Anna 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. The Basic Charge shall be paid by the Municipality each year in four (4) equal quarterly installments. The first installment shall be due on October 1, 2019. 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 Initial Charge. The initial charge for services beginning October 1, 2019 and continuing through and including September 30, 2020 shall be \$1,240.00 payable to Collin County in quarterly installments of \$310.00. This figure is based on a population number of 1,550 inhabitants x \$.80 per inhabitant annually.
- 5.03 Future Charges. Future charges shall be submitted to the Municipality in the form of a contract amendment and will detail the population number used to formulate the charge for services.
- 5.04 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.
- 5.05 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.
- 5.06 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 6. CIVIL LIABILITY

The parties agree that the County shall be acting as an independent contractor for the Municipality in performing services contemplated by this Agreement.

However, Municipality shall cause County to be listed as an additional insured on Municipality's policies of insurance in connection with the County's potential liability for any claims arising from the services provided by County under this Agreement, it being understood that while County is acting as an independent contractor in performing such services, it is doing so under the Municipality's direction and control and for the benefit of the municipality.

SECTION 7. AMENDMENT

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

SECTION 8. 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 9. NOTICES

9.01 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.

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

(a) if to the County, to:
Collin County Environmental Health Services
4690munity, Suite 200
McKinney, Texas 75071

(b) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(c) if to Municipality, to:
City of Josephine
P.O. Box 99,
Josephine, Texas 75164

Or such person at such address as may from time to time be specified in a notice given as provided in this Section 9. 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 Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071

SECTION 10. 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 11. 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 12. COUNTERPARTS

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

SECTION 13. 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 14. 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 15. 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: 
TITLE: County Judge
DATE: 9 OCTOBER 2019

Attested by: 
Title: County Secretary

"MUNICIPALITY"
JOSEPHINE, TEXAS

BY: 
TITLE: Mayor
DATE: 7-24-19



CITY OF JOSEPHINE, TEXAS

ORDINANCE NO. 2019-06-10-A

AN ORDINANCE OF THE CITY OF JOSEPHINE, TEXAS, AMENDING CHAPTER 6 "HEALTH AND SANITATION" OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE TEXAS FOOD ESTABLISHMENT RULES, 2015 EDITION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

DULY PASSED by the City Council of the City of Josephine, Texas, on the 10 day of June 2019.



APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

CITY OF JOSEPHINE, TEXAS

ORDINANCE NO. 2019-06-10-A

AN ORDINANCE OF THE CITY OF JOSEPHINE, TEXAS, AMENDING CHAPTER 6 "HEALTH AND SANITATION" OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE TEXAS FOOD ESTABLISHMENT RULES, 2015 EDITION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOSEPHINE, TEXAS:

SECTION 1. That the Code of Ordinances of the City of Josephine, Texas, be and the same is hereby amended by amending Chapter 6 "Health and Sanitation" in part, to adopt a new Article 6.04 to read as follows:

"CHAPTER 6 HEALTH AND SANITATION

....

ARTICLE 6.04 FOOD ESTABLISHMENT RULES

Sec. 6.04.001 Texas Food Establishment Rules Adopted

- (a) The Texas Food Establishment Rules, 2015 edition, of the Texas Department of State Health Services (the "Rules"), is adopted by reference, the same as if copied fully herein, for the City of Josephine.
- (b) The City Council shall appoint qualified persons to issue permits, perform inspections and enforce the provisions of the Rules or contract for such services with a qualified person or other governmental entity which performs such services.
- (c) The adoption of amendments or revisions of the Rules, including adoption of a new edition of the Rules by the State Department shall constitute an adoption of the same by reference by the City, it being the intent of the City Council to adopt by reference the latest of each such amendment, revision or new edition adoption."

SECTION 2. All provisions of the ordinances of the City of Josephine in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or the Rules adopted hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the remainder of the Rules.

SECTION 4. Any person violating this Article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense. Each day that a violation shall continue under this Chapter shall constitute a separate offense.

SECTION 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED by the City Council of the City of Josephine, Texas, on the 10 day of June 2019.



APPROVED AND FOR:

Robert L. Dillard

CITY ATTORNEY

(RLD:06/06/19:TM 108593)

APPROVED:

Val Holt

MAYOR

ATTEST:

Patti Brooks

CITY SECRETARY