



## COLLIN COUNTY

Development Services  
4690 Community Ave., Suite 200  
McKinney, Texas 75071  
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972-548-5585\*972-548-5555 FAX  
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**To:** Commissioners Court

**From:** Misty Brown, Development Services Division Manager

**Date:** September 27, 2021

**Re: Agenda Request – Interlocal Agreement between Collin County and City of Lowry Crossing for Environmental Services**

We respectfully request Commissioners Court approve the Interlocal Agreement for Environmental Services with the City of Lowry Crossing. This agreement provides the contract for a one (1) year period from October 1, 2021 continuing through and including September 30, 2022, with five (5) additional one (1) year renewal periods.

Thank you for your consideration in this matter.

xc: Clarence Daugherty, Director of Engineering  
Bill Bilyeu, County Administrator

## INTERLOCAL ENVIRONMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lowry Crossing ("Municipality"), and Collin County ("County"), local governments of the State of Texas.

### RECITALS

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").

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.

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, 2021, and shall continue in full force and effect through September 30, 2022. 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. 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, 2021. 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 the services beginning October 1, 2021 and continuing through and including September 30, 2022 shall be \$1,376.00 payable to Collin County in quarterly installments. The figure is based on a population number of 1,720 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  
4690 Community Avenue, Suite 200  
McKinney, TX 75071

(b) Collin County Administrator, to:  
Bill Bilyeu  
2300 Bloomdale Rd., Suite 4192  
McKinney, TX 75071

(c) if to Municipality, to:  
City of Lowry Crossing  
City Secretary  
405 S. Bridge Farmer  
Lowry Crossing 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 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.

## **SECTION 16. FORCE MAJEURE**

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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: 10-12-21

“MUNICIPALITY”  
CITY OF \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: MAYOR  
DATE: 9-14-21

Attested by: \_\_\_\_\_  
Title: \_\_\_\_\_